Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

VOL. XXXVI., No. 10.

The Solicitors' Journal and Reporter.

LONDON, JANUARY 2, 1892.

CURRENT TOPICS.

When the cause lists for the Hilary Sittings are published, early next week, the number of appeals will be approximately as follows:—Chancery final appeals, 24; interlocutory appeals, 6; appeals from the County Palatine of Lancaster, 5; making a total of 35 appeals for the Court of Appeal No. 2. Before the Court of Appeal No. 1 there will be 108 appeals, consisting of 72 final appeals from the Queen's Bench Division and 12 interlocutory appeals, also 5 admiralty and 2 bankruptcy appeals, and 17 cases in the new trial paper. As against the 35 cases before the former division, there were 65 at the commencement of Michaelmas Sittings, and as against the 108 before the latter division, the number in the previous sittings was 93.

In the cause lists of the five judges of the Chancery Division for the Hilary Sittings there will be 660 cases, as compared with 670 at the commencement of the previous sittings. Mr. Justice Chitty has 80 witness actions and 57 non-witness actions, besides 1 adjourned summons and 5 further considerations. Mr. Justice North has 98 witness actions, 2 non-witness actions, 28 adjourned summonses, and 5 further considerations. Mr. Justice Kekewich has 115 witness actions, 18 non-witness actions, and 46 adjourned summonses. Mr. Justice Stirling has 28 witness actions, 62 non-witness actions, and 7 further considerations. There are 108 witness actions before Mr. Justice Romer.

Mr. V. I. Chamberlain has remoulded and published in the current number of the *Law Quarterly Review* his interesting paper on the Early History of the Incorporated Law Society, read at the Plymouth meeting. We do not find that he has yet discovered any traces of the doings of the "Society of Gentlemen Practisers" between 1810, when the Minute Books cease, and 1825, when the prospectus, which resulted in the formation of the present society, was issued. Possibly before the Minute Books are published information on this point may be forthcoming. In looking over Mr. Chamberlain's narrative of the leading contents of these Minute Books one cannot help being struck with the fact that, next to the dinners, the action of the society was chiefly directed towards resisting invasions on the privileges and rights of solicitors. Strange to say these sturdy old diners do not seem to have dreamt of the notion (if we remember rightly, described by Lord Halsbury as a "canting view")—"let us not pay a selfish regard to our own interests," which has so often in modern times furnished an excuse for doing nothing. The old diners made a Lord Chancellor who carried into effect their suggestions "a standing toast at the society's dinners," but we fail to find an instance of an entertainment given by them in honour of a Lord Chancellor who devoted his energies to destroying the business of solicitors.

The following Acts of last session, 54 & 55 Vict., came into operation on the 1st of January:—The Stamp Duties Management Act, 1891 (c. 38); the Stamp Act, 1891 (c. 39); the Factory and Workshop Act, 1891 (c. 75); and the Public Health (London) Act, 1891 (c. 76). The first two are in the main consolidating Acts, and are intended to re-enact the corresponding statutes of 1870 and some earlier statutes, incorporating with them the amendments which have been subsequently effected. In the Stamp Duties Management Act no changes of general interest have been made, and those introduced by the Stamp Act, though of more importance, are still very slight. The Factory and Workshop Act is an amending statute, and must be read in connection with the Factory and Workshop Act, 1878 (41 Vict. c. 16). It extends to workshops generally (including those that do not employ women or children) the sanitary provisions which already apply to

factories and to some workshops, and in factories where more than forty persons are employed means of escape from the upper storeys in case of fire must in future be provided. Alterations also are made in the mode of fixing the hours of employment for women, and the employment of women within four weeks after childbirth is prohibited. Section 18, which raises the age for the employment of children from ten to eleven, does not come into operation till the 1st of January, 1893. The Public Health (London) Act introduces for the first time a sanitary code for the metropolis, but, in addition to re-enacting the existing law in a more convenient form, it effects many important alterations. Some of these we have already noticed (*ante*, p. 75), but, in view of probable discomforts incident to the season, we may point out again that householders are relieved of the duty of removing snow from the footway in front of their premises, and this must now be done by the sanitary authority (section 29). In the event of the latter failing to remove it, "so far as is reasonably practicable," they will be liable to a fine not exceeding £20.

THE NEW educational scheme of the Council of Legal Education certainly makes a good start. The appointments of readers and assistant-readers, so far as our knowledge goes, are unexceptionable; but the most important feature is the practical nature of the instruction intended to be given, as shewn by the prospectus of lectures and classes. Thus, on the law of real and personal property and conveyancing, the reader proposes, in the course of the ensuing three terms, to discuss with the senior students the ordinary deeds relating to land, except strict settlements, and to give practical instruction in conveyancing, including advising on abstracts of title. We presume (though we have no information on the point) that this means not merely verbal advice, but also actual practice by means of carefully-framed instructions to prepare drafts and advise on abstracts. There is no other way in which conveyancing can be taught, and our wonder has always been that this very obvious fact has been so constantly overlooked. It is also stated that the reader and assistant-reader on equity will propose and discuss cases with the students in the classes. Another feature of the scheme is the notice that students will be expected, in the interval between the meetings of the private classes, to peruse portions of works bearing on the subject of instruction pointed out by the reader, and to be prepared, at the ensuing meeting of the class, to answer and discuss questions arising out of the subjects of their reading. This is, to some extent, an adoption of the system of the best "crammers." The fault we are disposed to find with the prospectus is that, on some subjects, too many books and too big books are mentioned for reference. It is far better that even the advanced student should master a single well-arranged and moderately full book, covering the whole subject, than that he should be advised to purchase a small library of books to be occasionally dipped into. One secret of the success of the crammer is that he concentrates the attention of his pupils on a single book on each subject. We shall watch with interest the progress of the new scheme, and we think that the Council of the Incorporated Law Society might well consider whether, if the lectures and classes in Chancery-lane are to be continued, some useful hints for their re-organization may not be obtained from the scheme of the Council of Legal Education.

WHEN THE CASE of *Re Radcliffe*, *Radcliffe* v. *Bewes* (39 W. R. 457; 1891, 2 Ch. 662) was before NORTH, J., we took occasion (35 SOLICITORS' JOURNAL 779) to examine into the conflict of authority with regard to the effect of a release of a power by the donee for his own benefit. That the release itself is valid seems never to have been doubted, but in *Cunynghame* v. *Thurlow* (1 Russ. & My. 436 n.) SHADWELL, V.C., declined to allow effect to be given to it, and directed the fund to remain in the hands of the trustees. The case arises when a parent has a power of appointment among children, and a child, who, in default of appointment, has obtained a vested interest, dies, leaving the parent entitled to administration. Upon the release of the power the children take equally, and the parent can thus claim the deceased child's share. To defeat this SHADWELL, V.C., held that, though the parent could destroy the power, he should not have the assistance of the court to reap the benefit of what he had done. But an opposite result seems to follow from the brief judgment of ROMILLY, M.R., in *Smith* v. *Houblon* (26 Beav. 482), by which, apparently, that judge intended that the rights consequent on the release of the power should be fully recognized. Since then there has been a very clear judgment by BACON, V.C., to the same effect in *Shirley* v. *Fisher* (47 L. T. N. S. 109), but in *Radcliffe* v. *Bewes* NORTH, J., without noticing this, explained away *Smith* v. *Houblon*, and held himself bound by the authority of *Cunynghame* v. *Thurlow*. Consequently, where a father, who had a life interest in the settled fund, released his power and so became entitled to one-half in right of one of the two children who had obtained vested interests in it, but the trustees declined to hand over the share to him, NORTH, J., held that they were right. The Court of Appeal have now considered the conflicting authorities, and have arrived at the logical conclusion that if the father is entitled to release the power, he is also entitled to enjoy the rights consequent thereon. As between *Cunynghame* v. *Thurlow* and *Smith* v. *Houblon* they decide in favour of the latter. The existence of the father's life estate was held to present a difficulty, but one which could easily be got rid of by a surrender. The father thus becomes entitled absolutely to one-half the of fund, and can claim it from the trustees. The result is that the court, recognizing the validity of the release, no longer adopts the inconsistent policy of refusing to give effect to it.

POSSIBLY one result of the correspondence in the *Times* on cross-examination may be that R. S. C., ord. 36, r. 38, which was added in 1883, will be more rigidly enforced. That rule provides that "the judge may in all cases disallow any questions put in cross-examination of any party or other witness which may appear to him to be vexatious, and not relevant to any matter proper to be inquired into in the cause or matter." So far as regards irrelevancy, this rule added nothing to the previous power of the judge, who could always stop a cross-examination which tended neither to contradict nor to qualify the result of examination in chief nor to impeach the credit of the witness. But it is to be presumed that the word "vexatious" in the rule was intended to have some meaning, and perhaps this part of the rule might be applied so as to check some of the grievances of which complaint has been so plentifully made. But the correspondents who blame the judges for not interposing more frequently, forget that the exercise of their jurisdiction to stop cross-examination is a matter of extreme difficulty. It is hardly necessary to say that according to long-established practice the greatest latitude is allowed on cross-examination, and in particular that any question may be asked, the answer to which may tend to impeach the credit of the witness; and so long as this rule remains, it is obvious that matters may be made excessively uncomfortable for a witness. The true line of judicial relief would seem to lie, not in disallowing questions, but in telling the witness that he need not answer them.

IT IS CURIOUS that in an agreement for the sale of land, drawn apparently so carefully as that in *Coombs* v. *Wilks* (40 W. R. 77), the name of the vendor should have been omitted, but so it was, and on this ground specific performance was refused. Reference was made to the "vendor," but this, of course, is not sufficient: *Potter* v. *Duffield* (22 W. R. 585, L. R. 18 Eq. 4). The document must contain the names of the contracting parties, or such a description of them that there cannot be any fair dispute as to their identity. More reliance was placed on the fact that the agreement referred also to the "landlord," and, had it been clear that he was the vendor, this would have been enough to identify him, in the same manner as the term "proprietor" was held to be sufficient for this purpose in *Sale* v. *Lambert* (22 W. R. 478, L. R. 18 Eq. 1) and *Rossiter* v. *Miller* (26 W. R. 865, 3 App. Cas. 1124). But the allusion was of a very casual kind, and was by no means inconsistent with the supposition that the vendor was some person other than the landlord. There was also a letter written by the purchaser subsequently, which referred to

the alleged vendor by name, but it did not refer to him expressly as vendor, nor apparently was it so clearly connected with the agreement as to be incorporated therewith, on the principle of *Warner* v. *Willington* (4 W. R. 531, 3 Drew. 523). Altogether, the documents raised a strong presumption that the plaintiff in the action was the vendor, but they did not put this fact beyond dispute, and the Statute of Frauds, therefore, had not been complied with. The result, as already pointed out, was not due, as is usually the case, to the informality of the agreement, but to an accidental omission, and should serve as a warning in such matters.

In the recent case of *Metropolitan Railway Co.* v. *Fowler* (*ante*, p. 137) the Court of Appeal gave no support to the theory, which apparently found some favour in the court below, that the interest of a railway company in a tunnel, where they are not the owners of the surface of the soil, is simply an easement. In point of fact, they have just such an exclusive right to a definite portion of land as constitutes them the owners of it, and their interest is very different from a simple easement, such as a right of way through the land of another. Hence it seems to follow that it must be subject to the land tax under 38 Geo. 3, c. 6. Section 4 of the statute imposes the tax on "all and every manors, messuages, lands, and tenements, and also all quarries, mines of coal, tin, and lead . . . and other mines . . . and all hereditaments, of what nature or kind soever" in England and Wales. From what has been said it is clear that a tunnel of the kind in question is included in the term "hereditaments," and the express mention of mines shews that the tax may be imposed both on the surface of the land and on property below the surface, and distinct from it. Lopes, L.J., thought that this double taxation was only permissible in the case of property, such as mines, specifically mentioned in the section, but there seems to be no reason for depriving the word "hereditaments" in this manner of its proper effect. The suggested anomaly that a subterranean hereditament may become taxable after the land tax has been redeemed, and the soil thus apparently made free to the centre of the earth, would exist also in the case of the subsequent discovery of a mine. The majority of the court, therefore (Lord Esher, M.R., and Kay, L.J.), following the natural meaning of the section, agreed with the judgment delivered by Cave J., and held that the tunnel was liable to be assessed to the land tax.

In ordinary language it seems clear that there cannot be a desertion of a wife by her husband where the parties have already by mutual agreement ceased to cohabit, but the matter has several times been the subject of judicial decision. In *Pape* v. *Pape* (36 W. R. 125, 20 Q. B. D. 76) it was one term of the separation agreement that the husband should make certain payments to the wife as alimony, and it was contended on her behalf that the subsequent cessation of those payments amounted to desertion within the meaning of section 1 of the Married Women (Maintenance in Case of Desertion) Act, 1886 (49 & 50 Vict. c. 52), so as to entitle the justices to make and enforce against the husband an order for maintenance. But it was pointed out by the Divisional Court that it was essential that the parties should be living together at the time when the alleged desertion takes place. In the recent case of *Reg.* v. *Leresche* (40 W. R. 2), in addition to the cessation of the stipulated payment, there was the circumstance that the wife had applied to the husband to be allowed to resume cohabitation with him and had been refused. But this, of course, could not cure the objection that cohabitation had already been suspended. The case is covered, indeed, by the judgment of Lord Penzance in *Fitzgerald* v. *Fitzgerald* (17 W. R. 264, L. R. 1 P. & D. 694), where he said that desertion meant abandonment, and implied an active withdrawal from an existing cohabitation. If then, he continued, the state of cohabitation has already ceased to exist, desertion becomes from that moment impossible, and it cannot be constituted by the refusal of the husband to resume cohabitation at the request of the wife. In the recent case, accordingly, the Court of Appeal held that there had been no desertion within the above section of the Act of 1886.

What can have happened, one is tempted to ask, to one of the most universally popular and esteemed of the judges of the Chancery Division to induce him to tell his friends at Trinity Hall that two of the precepts the bar of England believed in were, first, that no judge after he had been appointed six months was to be believed on his oath, and, next, that every judge, speedily after his appointment, lost all common sense, even if he had previously possessed that inestimable quality? We are not aware that any decision of this learned judge has been seriously questioned by the bar; and to suppose that common sense has taken leave of *him*, even under the adverse influence of the judgment seat, would argue a strange lack of discernment in the author of the supposition. But, stay, we think we have the explanation—the learned judge, as he said, "had not been long enough a judge to acquire the true judicial faculty" [let us add] of regarding his brethren with awestruck reverence. He must have been, for the moment, speaking as he was wont to speak in his unregenerate days at the bar.

REFRESHER FEES.

The recent action of Butt, J., in *The Courier* (1891, P. 355), in refusing to follow the considered judgment of the Divisional Court in *Walker* v. *The Crystal Palace District Gas Co.* (1891, 2 Q. B. 300) has accentuated the conflict of authority which has arisen as to the proper practice on taxation of costs between party and party in the matter of counsel's refresher fees. An examination of these and earlier cases will shew that, owing to an obscurely-worded rule, the practice is at present completely unsettled. The exact point in dispute is upon what method of computation of time refresher fees are to be calculated, within the meaning of the rule.

The dispute may be also said to involve the question upon what principle this method was intended to be based; whether the framers intended, to the best of their ability, to express in words the former practice, or whether the rule represents a deliberate (though obscurely-worded) attempt to establish a new method of calculation for the purpose of depriving the advocate of a large part of his accustomed refresher. We cannot, however, suppose that the learned framers even contemplated such a design as is suggested by the latter interpretation, more especially as such a construction would, as pointed out by Butt, J., lead to unequal and absurd results. We would rather ascribe the general obscurity of the language to an insufficient consideration of the circumstances which might arise.

"As to refresher fees . . . the taxing officer may allow . . . the following fees." Such is the skeleton of sub-rule 48 of rule 27 of order 65. Even when reduced to its bare anatomical proportions, as a grammatical structure it cannot be easily classified. It is not, perhaps, surprising that the undigested thought exhibited in the outline of this rule should be more conspicuous when the outline has been filled in, or that its true construction should form the subject of many conflicting decisions. Such, indeed, is the case. This rule came into force in October, 1883, and now, in January, 1892, the true meaning of it is still a puzzle to our learned judges. Putting it shortly, Pearson, Chitty, Grantham, and Butt, JJ., have construed it one way, and Denman and Wills, JJ., another. The rule is as follows:—

"As to refresher fees, when any cause or matter is to be tried or heard upon *viva voce* evidence in open court, if the trial shall extend over more than one day, and shall occupy, either on the first day only, or partly on the first and partly on a subsequent day or days, more than five hours, without being concluded, the taxing officer may allow, *for every clear day subsequent to that on which the five hours shall have expired*, the following fees:—"

[The amount of fees is then given, and the rule continues.]

"The like allowances may be made where the evidence in chief is not taken *viva voce*, if the trial or hearing shall be substantially prolonged beyond such period of five hours, to be so computed as aforesaid, by the cross-examination of witnesses whose affidavits or depositions have been used.

"Provided that in the taxation of costs between solicitor and client the taxing officer shall be at liberty to allow larger fees, under special circumstances to be stated by him."

As originally framed the rule did not contain the concluding

proviso, which was added in 1886 to remove a doubt which arose as to whether the rule applied only to party and party costs or also to costs between solicitor and client (see *Re Harrison*, 33 Ch. D. 52). It is obvious that this difficulty might have been prevented by the mere insertion in the original rule of the words "on taxation between party and party" (compare sub-rule 44).

No definition of "refresher" fees is to be found in the rules, and it is, therefore, necessary to refer to some judicial interpretation of the expression, from which it may be gathered that "daily" refreshers are intended, and that "term" refreshers are not included (*Levetus* v. *Newton* (20 Decr., 1883), 28 SOLICITORS' JOURNAL, 166, CHITTY, J.). It also appears from *Svensden* v. *Wallace* (16 Q. B. D. 27), as explained by *Easton* v. *London Joint-Stock Bank* (38 Ch. D. 25), that the expression "refresher" is not strictly applicable to such further fee as the taxing master may think allowable in cases in the Court of Appeal where there is no *vivâ voce* evidence and the hearing has lasted longer than was anticipated. Such further fee is to be considered as merely increasing the original fee on the brief, which, apart from such miscalculation as is supposed, would cover the whole time of the hearing (see also *Edgington* v. *Fitzmaurice*, 33 W. R. 913).

Still examining the outline of the rule, we come to the words "the taxing officer *may* allow." It has been held that, in cases with special circumstances, the taxing master may, in his discretion, refuse to allow a refresher fee—that is to say, that the rule is permissive, not imperative (*Smith* v. *Wills*, 1885, 34 W. R. 30, PEARSON, J.) It will be seen that it is possible to carry this permissive construction even further, and to argue that the rule is not intended to be exhaustive, but merely to act as a guide to the taxing master in the cases there enumerated, and that, if any particular case is not within the rule, the former practice may apply.

Proceeding now to analyze the various conditions stated upon which the taxing master may allow refresher fees, we find this can be done—

(1) When any cause or matter is to be tried or heard upon *vivâ voce* evidence in open court;

(2) if the trial shall extend over more than one day;

(3) *and* shall occupy [either on the first day only or partly on the first and partly on a subsequent day or days] more than five hours.

These are the preliminary conditions which must be satisfied before any refresher can be allowed at all; though, as was pointed out by CHITTY, J., in *Collins* v. *Worley* (1889, 60 L. T. 748), the second condition may act somewhat harshly, referring to a case where BRAMWELL, B., and WILLES, J., sat for fifteen hours on one day at Carlisle, not adjourning until midnight.

The chief difficulty lies in the following words, which seem to supply a further condition:—

(4) For every clear day subsequent to that on which the five hours shall have expired.

This last sentence is a strange and somewhat startling conclusion to the hypothetical premisses which precede. Is the calculation to be by days or by hours? If the trial last so many hours, then refreshers may be allowed for so many days! It is true, as will be seen presently, that BUTT, J., attempts to read into this fourth condition, from the rider as to chancery cases, beginning "the like allowances," some such sentence as the following:—"And so in proportion for any less period than five hours after the first five hours, beyond which the trial shall be substantially prolonged"; but we cannot see our way to adopting this mode of construction.

It is now proposed to take the cases decided since the present rule in chronological order, stating the length of the trial, and whether refreshers were allowed. In *Wicksteed* v. *Biggs* (1885, 52 L. T. 428), where the trial lasted four hours on the first day and two hours on the second day, PEARSON, J., held that a refresher should be allowed. In *Gibbs* v. *Barrow* (1886, 30 SOLICITORS' JOURNAL, 538), where the trial lasted two and a half hours on the first day and four hours on the second day, GRANTHAM, J. (after consultation with another learned judge), held, in chambers, that, notwithstanding any doubt raised by the wording of the rule, the principle on which it should be applied is that, where the trial of a case occupies more than five hours on a first and subsequent day, and any further substantial period beyond five hours, a refresher should be allowed in respect of such further period, although it may not extend to an additional five hours. In *Boswell* v. *Coaks* (1887, 36 Ch. D. 444) the trial occupied four whole days and three hours on the fifth day, when the judge decided the case. Subsequently the judge appointed a later day for the further trial of a point which he had not sufficiently considered. This further trial lasted the whole of the sixth day. NORTH, J., held that five refreshers should be allowed. "In the first place it does not appear to me that the rule is declaratory of the former practice, and, in the second place, I cannot spell out that if it had applied this [fifth] refresher would have been properly disallowed." In *Collins* v. *Worley* (1889, 60 L. T. 748), where the trial began at 12.35 of the first day and ended at 12.30 of the second day, occupying a total time (including the luncheon adjournment) of five hours and twenty-five minutes, CHITTY, J., allowed a refresher. "Thus the trial must extend over more than one day, but, if it does, then the computation must be made of time."

Such was the state of the authorities when a similar question arose on taxation in *Walker* v. *Crystal Palace District Gas Co.* (1891, 2 Q. B. 300). In this case the trial lasted four hours on the first day and one and a half hours on the second day. The Divisional Court (DENMAN and WILLS, JJ.) disallowed a refresher. The reasons given by the two learned judges for their decision do not seem identical. In discussing the meaning of "clear day" DENMAN, J., treats "clear" as meaning "complete" or "full," and considers it immaterial for the decision of the case whether "day" means a day's time (*i.e.*, five hours) or a day of the week. WILLS, J., on the other hand, thinks it unnecessary to say whether "clear" means "complete" or whether it merely means clear of the other day (*i.e.*, the next day), but, nevertheless, he considers the rule "as plain as daylight," and, in his opinion, "day" means day of the week.

A few months later the same question has arisen in *The Courier* (1891, P. 355), where the trial had lasted two and a quarter hours on the first day and five and a half hours on the second day. BUTT, J., allowed a refresher. The learned judge declined to follow the ruling of the Divisional Court, partly on the ground of conflict of authority, partly because it did not appear from the report that the attention of the learned judges had been directed to the second paragraph of the rule referring to the like allowances in chancery cases, and perhaps chiefly because absurd results would be produced by the other construction. "The argument which [MR. LOEHNIS] has put forward, if carried to its logical conclusion, would land us in this state of things. If the trial of a cause began on the Monday, occupied four and a half hours on that day, occupied six hours on Tuesday, and four hours more on Wednesday, no refresher fee could, on that view of the rule, be allowed at all by the taxing officer. That seems to me so irrational and unreasonable that I shall not give effect to it if I can avoid it."

On the whole, although perhaps it may not be necessary to state our opinion, we are inclined to adopt the construction that "day" means day of the week, and that "clear" means "complete," as the strict interpretation of the wording of the rule, absurd and unjust though its results certainly are. The absurd injustice of such a construction may be, and no doubt is, a strong reason for amending the rule, but not sufficient reason for rejecting the construction altogether. We doubt whether the construction of BUTT, J., can be sustained. At any rate, there is another way of regarding the words "substantially prolonged." The possible construction to which we allude is that these words should be associated with the words "by the cross-examination of witnesses"—that is to say, that the rule in chancery cases is intended to be stricter, and that the "like allowances" only apply if the trial has been substantially prolonged by the cross-examination. For example, a chancery case with affidavit evidence might take three days. If only one witness was cross-examined, and his cross-examination occupied a comparatively short time, say one hour, the question of refreshers would not arise. However, the whole rule is so obscure and full of difficulty that any amendment should set all these doubts at rest.

The principle of amendment which suggests itself is the adoption of the former practice—that is to say, to treat five hours as a day's time, and all time beyond as overtime (see *Harrison* v. *Wearing*, 1879, 11 Ch. D. 206). In short, it comes

to this: in non-witness cases counsel are paid by the job, and in witness cases by time, and the question of refresher fees is only a question of, What is overtime?

A READING OF THE NEW STATUTES.

The Allotments Rating Exemption Act, 1891 (54 & 55 Vict. c. 33).

This Act is similar to the Public Health (Rating of Orchards) Act, 1890 (53 & 54 Vict. c. 17), and ought to have had a similar title. By sections 211 (1) *b* and 230 of the Public Health Act, 1875, it is provided that "the occupier of any land used as arable, meadow, or pasture ground only, or as woodlands, market gardens, or nursery grounds," shall be assessed to the general district rate in an urban district, or to a separate rate levied in respect of special expenses in a rural district, in the proportion of one-fourth part only of the net annual value or rateable value of such land. The Act of last year was intended to remove the doubt whether orchards were included in this exemption, and it enacted that the sections were to be read and construed as if the word "orchards" was in each of them inserted after the word "woodlands." The present Act contains a precisely similar enactment with regard to the word "allotments," so that now apparently the sections in question will read "woodlands, orchards, allotments." Section 2 defines an allotment to be any parcel of land of not more than two acres in extent, and let as an allotment, and cultivated as a garden or a farm, or partly as a garden and partly as a farm.

The Bills of Sale Act, 1891 (54 & 55 Vict. c. 35).

Upon the passing of the Bills of Sale Act, 1890 (53 & 54 Vict. c. 53), we called attention to the curious error which deprived it of much of its efficiency. According to its full title, it was an Act to exempt certain letters of hypothecation from the operation of the Bills of Sale Act, 1882. In point of fact, however, it only exempted them from the operation of section 9 of that Act, which requires a bill of sale given by way of security to be made in accordance with the form in the schedule. Hence it left the securities in question subject to the other formalities required by the Acts of 1878 and 1882. The present Act, which drops the phrase "letters of hypothecation," and uses in its place "securities on imported goods," corrects this oversight, and, at the same time shortening and improving the description of such securities, enacts that "an instrument charging or creating any security on or declaring trusts of imported goods, given or executed at any time prior to their deposit in a warehouse, factory, or store, or to their being reshipped for export, or delivered to a purchaser not being the person giving or executing such instrument," is not to be deemed a bill of sale *within the meaning of the Bills of Sale Acts*, 1878 *and* 1882. This section accordingly will replace section 1 of the Act of 1890.

The Museums and Gymnasiums Act, 1891 (54 & 55 Vict. c. 22).

This Act confers upon urban authorities power to provide museums and gymnasiums, but before it can be put in force a resolution must be passed adopting it for either or both of these purposes. Section 3 regulates the notice which must be given to each member of the urban authority of the intention to propose the resolution and the subsequent advertisement of the resolution. The resolution is to come into operation at a date to be fixed by the authority not less than a month after the first publication of the advertisement, and a copy of the advertisement is to be conclusive evidence of the resolution having been passed until the contrary is shewn. The leading provision of the Act is contained in section 4, under which an urban authority may provide and maintain museums for the reception of local antiquities or other objects of interest, and gymasiums with all the apparatus ordinarily used therewith. The definition of the scope of the museums is not very happy. Their chief purpose seems to be the reception of *local* antiquities, and it is doubtful whether the addition of the words "other objects of interest" must not in the same way be restricted to objects of local interest. If this is so, the utility of the museums will be seriously affected. A museum provided under the Act must be open to the public not less than three days in each week free of charge (section 5), and a gymnasium not less than two hours a day during five days in every week (section 6). But, subject to these requirements, the urban authority may arrange for the admission of the public either by classes or otherwise on payment of fees, and section 7, which confers on the urban authority power to make regulations for certain matters therein specified affecting the use and management of museums and gymnasiums, includes among these the giving of special facilities to students for the use of a museum. By section 9 the authority are empowered to appoint and pay such officers and servants as they think fit for the purpose of the museum or gymnasium, and may employ and pay instructors for the gymnasium. The expenses will, in the first instance, be defrayed out of the fees and other moneys received under the Act (section 10), but, so far as they are not so defrayed, they are to be defrayed as part of the general expenses of the execution by the urban authority of the Public Health Acts, and the borrowing powers contained in the Act of 1875 may be exercised for the purposes of the present Act. Section 10 (5), however, introduces a restriction on the amount that may be expended, and in any one year this is not to exceed the amount produced by a rate of a halfpenny in the pound for a museum, and the like amount for a gymnasium. By section 11 land for the purposes of the Act may be acquired in the same manner as if those purposes were purposes of the Public Health Act, 1875, but no land is to be so acquired otherwise than by agreement.

A CENTRALIZED LEGAL TELEPHONE.

In a certain building of vast proportions, not unconnected with the administration of justice, a large and scattered department, which ministers to the needs of other official departments of all kinds, has recently been brought under centralized administration by means (amongst others) of telephonic communication. At the beginning this official telephone appears to have produced some curiously unofficial effects, owing to the switches having been intrusted to a youthful individual entirely inexperienced in the management of the telephone. On the first day, for example (as we are informed), the High Controller sat in his well-appointed room, with the new-born consciousness present in his mind that he possessed by his side the means of conversing freely with the working heads of those branches of his department which were separated from him by a quarter of a mile or so of distance, and a hundred stairs or so of elevation.

His call-bell rang, and a glow of pride thrilled his being at this first practical proof of the advance of science, and its application to official requirements.

The High Controller spoke for the first time by telephone, and the following official intercommunication of ideas took place:—

H. C.: "Yes; what is it?"

Voice: "Is that judgment in *Re Simpson* ready?"

H. C. (*shocked at the thought that* HE *should be supposed to know about such trifles, answers in a dignified tone*): "I know nothing about it."

Voice (*briskly*): "Yes you do. I sent it to you to be engrossed, and it ought to be ready by now. Hurry up."

H. C.: "There's some mistake."

Voice: "No, there isn't. I booked it two hours ago—special."

H. C. (*feebly*): "There's something wrong. (*grandly*) I am the Controller—Room 7."

Voice: "Beg your pardon, Sir. I told the switcher to put me on to Room 781."

H. C. (*re-assuringly*): Ah! I understand: a slight mistake, merely, But—ah—who are you?"

Voice: "440."

H. C.: "Ah! to be sure. Well, have you anything to ask me before I ring off?"

Voice: "Yes. JORKINS has a baby at home with the measles, and he's so anxious about it he thinks—— (*Pause, during which the High Controller continues to listen.*) Hullo! Are you there?"

H. C. (*warmly*): "Of course I am here."

Voice: "Well, I've rung your bell three times. Why didn't you answer?"

H. C. (*severely*): "Go on telling me about JORKINS' baby."

Voice: "Who's JORKINS? I never said anything about JORKINS."

H. C.: "Yes you did. You said his baby had the measles, and then you stopped."

Voice: "It's time you stopped talking nonsense. The solicitor has called for the long copy of depositions in *The Euphrates Valley Railway* v. *Brown, Jones, & Robinson*."

H. C. (*bewildered*): "It's all wrong."

Voice: "Do you mean the writing? These special examiners are all alike. Their writing's vile. Get SCRIBBETTS to read over. He's the only man who can read barrister's writing."

H. C. (*agitated*): No, no, no. I——."

Voice (*interrupting*): "What's the use of saying, 'No, no, no'? You get SCRIBBETTS at once."

H. C. (*excitedly*): "You don't understand; I am the Controller—Room 7."

Voice: "Then the switcher must be wandering. I'm 781, and I rang switcher to put me on to 440. I'll ring off."

H. C. (*suddenly realizing that the switcher must have changed the switches without warning, rings up switching room*): "Switcher, why did you change the switches while I was talking? I've rung you twice."

Voice: "They're all a-ringing, Sir, and swearing like anything when I listen."

H. C. (*sternly*): "Put me on to 440, and don't take me off till I ring three times."

Voice: "781 wants 440, too, Sir; who shall I put on first?"

H. C. (*with importance*): "Why, me, of course. (*Pause.*) Are you there, 440?"

Voice: "Yes. Who are you?"

H. C.: "Controller. Tell me about JORKINS' baby. What does he want? I mean JORKINS; not the baby."

Voice: "He says, do you think the measles too infectious for him to come to work? The other men say—— (*Pause.*) You blundering idiot: why don't you put me on to Room 440? I've rung your bell three times."

H. C. (*despairingly*): "Everything is going wrong."

Voice: "I tell you what it is, young man, everything will go wrong with you if you don't put me on to Room 440."

H. C.: "I'm the Controller."

Voice: "Oh no you're not. You've tried that game before. You just put me on to Room 440, or you'll get into trouble."

H. C.: "Who are you?"

Voice (*angrily*): "If you don't switch me on to Room 440 at once, I'll come down and soon show you who I am."

H. C. (*hopelessly*): "You must ring the switcher."

Voice (*shouting*): "I'll wring your neck if you don't put me on to Room 440." (*Bell rings violently.*) *Voice:* "It's scarlet fever JORKINS' baby has. All the men are getting away from JORKINS. What do you ——" (*Bell rings.*) *Another Voice:* "The hot-water pipes have burst. Room flooded and full of steam. Who shall I ——" (*Bell rings violently again.*) *Another Voice:* "The court is waiting for those depositions in *The Euphrates Val*——". (*Bell rings for several minutes.*)

H. C. (*shouting distractedly*): "For heaven's sake stop that bell; it'll drive me mad." (*Bell continues unceasingly.*)

Voice (*furiously*): "I shall go on ringing till you put me on to Room 440."

The High Controller sank into his chair in a state of utter exhaustion, and stopped his ears in vain endeavour to shut out the unceasing din of the call-bell. In his desperation a happy thought struck him. He carefully muffled his call-bell with his pocket-handkerchief, tied it up in the office duster for the rest of the day, and gradually recovered his equanimity. He now contemplates writing an article in the *Nineteenth Century* on "The Unscientific Use of Scientific Discoveries."

CASES OF LAST SITTINGS.

House of Lords.

SALT *v.* **MARQUIS OF NORTHAMPTON**—30th November.

MORTGAGE—FETTER UPON EQUITY OF REDEMPTION—INTEREST OF DEBTOR IN POLICY TAKEN OUT BY CREDITOR.

On the 26th of May, 1879, Earl Compton, the eldest son of the Marquis of Northampton, executed a bond and disposition in security, whereby he bound himself to repay to the trustees of the National Life Assurance Society the sum of £10,000 advanced by them, and also to pay the premiums on a policy of £34,500, to be taken out under the provisions of an agreement of even date; and the principal sum and premiums were charged on certain Scotch estates to which the earl was entitled in remainder, expectant on his father's decease. By the said agreement of even date it was provided (1) that the trustees should effect a policy on the life of the earl as against that of his father to the extent of £34,500 with such assurance company as they might select; (2) that the interest on the advance of £10,000 and the premiums payable on the said policy should be allowed to accumulate for five years; (3) that at the end of five years, in the event of the sums secured not having been paid, the trustees should be at liberty to exercise their powers under the agreement, and under the bond and disposition in security, or might continue to pay the premiums and interest; (4) that in the event of the earl not having paid to the trustees the whole sum due to them before the death of his father, the policy should belong absolutely to the trustees, and they should be entitled to exercise their full powers under the bond and disposition in security as if no such policy had been effected; (5) that in the event of the earl paying to the trustees, before the death of his father, the whole sums due to them, the trustees should forthwith assign the policy to the earl; (6) that in the event of the earl predeceasing his father without having paid the trustees the sums due to them, the trustees should prepare a certified statement of the amount due to them as at the date of the death of the earl, and they should be bound to impute to the amount the whole sums of money they might receive in respect of the policy, and in the event of the said sums so received exceeding the amount due under the said statement to account for and pay over the excess to the representatives of the earl. And in the event of the sums so received being inadequate to meet the amount brought out in the said statement, the trustees were to have full right to exercise their powers under the bond to recover from the estate of the earl the balance due. By a subsequent agreement, dated the 14th of June, 1879, clause 6 was varied, and it was provided that in the event of the earl predeceasing his father without having paid off the amount due, then the policy and all money secured thereby were to belong absolutely to the trustees. The trustees effected the policy for £34,500 in their own office, and the premiums were charged against Earl Compton in the books of the society. Earl Compton died on the 5th of September, 1887, intestate, in the lifetime of his father, without having paid to the society any part of the principal sum of £10,000, or of the interest thereon, or of the premiums on the policy. Administration to the earl was taken out by his father, and the latter, in the present action, claimed a declaration that the trustees were only entitled to the policy as a security for the principal sum and interest and premiums. On his behalf it was contended that the stipulation contained in the agreement of the 14th of June was invalid, as being a restriction on the equity of redemption in the policy, which under the previous agreement was vested in Earl Compton. North, J. (38 W. R. 346), decided in favour of this contention, and held that the Marquis of Northampton was entitled to redeem the policy. This decision was affirmed by a majority of the Court of Appeal (Cotton and Lindley, L.JJ., Bowen, L.J., *diss.*) The defendants appealed to the House of Lords.

THE HOUSE (Earl SELBORNE, Lords BRAMWELL and MORRIS, Lord HANNEN *diss.*) dismissed the appeal.

Earl SELBORNE said that the question was whether the policy was effected for the creditor's protection only and for his sole benefit, subject to an option of the debtor to make it his own in the event of his paying off the debt in his lifetime, or whether it was to belong to the debtor subject to the security for the purpose of which it was effected. In the latter case, and if the appellants ought to be regarded as mortgagees of the policy, it was admitted that a stipulation that, in the event of the debtor dying without having paid off the debt, the policy should not be redeemable would be void; and it was clear that this was the character of the stipulation in question. Was, then, the debtor, in fact and in law, mortgagor of, and entitled to redeem, the policy? For this the debtor must have had an interest in it which he could and did make a security to the appellants. He was not prepared to hold that if the policy was effected for the creditor's benefit, subject only to the right of the debtor to acquire it on a payment which was never made, that the obligation on the part of the debtor to pay the premiums would make it the property of the debtor. The authorities—*Drysdale* v. *Pigott* (4 W. R. 773, 8 De G. M. & G. 546), *Morland* v. *Isaac* (3 W. R. 397, 20 Beav. 389), and *Bruce* v. *Garden* (L. R. 5 Ch. 32)—established that the *primâ facie* effect of an agreement in a transaction such as the present, that the creditor should effect a policy and the debtor should pay the premiums, was to vest the equitable property in the policy, subject to the creditor's security, in the debtor, the principle being that what the debtor agreed to pay for was his subject to the security. Those were the terms of the present agreement, and there was much else to fortify the application of the principle. Although nothing turned here upon the difference between a policy effected in the appellants' own office and a policy effected elsewhere, yet, inasmuch as it was effected by the creditor with his own trustees, it was an insurance in form only, and not in substance, if the debtor had no interest in it. So, too, the fourth clause of the agreement did not favour the idea that the policy was to belong to the creditor absolutely; and the fifth clause did not say that a new interest should accrue to the debtor if he paid off the debt, but that in that event the creditor should be forthwith bound to assign the policy to him, as he would be bound to do if the debtor was already entitled to an equity of redemption subject to the appellants' security. And the sixth clause, by a provision which the supplementary agreement of the 14th of June was, it was admitted, not meant to evacuate, provided that, in the event of the moneys assured becoming payable, the creditors were to make out and certify the correctness of an account shewing the amount due at the debtor's death, and were to be bound to impute to the amount as brought out in such statement the whole sums of money they might receive in respect of the said policy. That was an obligation which would not exist as between the creditors and the debtor's representatives if the debtor, dying without having paid the debt, had no interest in the policy. On the face of these documents he came to the conclusion that the case was against the appellants, that the order appealed from should be affirmed, and the appeal dismissed, with costs.

Lord BRAMWELL said that an equity of redemption was a right not given in accordance with the agreement, but contrary to it, to have back securities given by a debtor to a creditor on payment of principal and interest on a day after that appointed for payment, when, by the terms of the agreement, the securities were to be the absolute property of the creditor. This was now a legal right in the debtor. Whether it would not have been better to keep people to their bargains, and to teach them by experience not to make unwise ones, rather than relieve them when they had done so, might be doubtful. We should have been spared the double condition of things, legal rights and equitable rights, and a system of documents which do not mean what they say. But the piety or love of fees of those who administered equity had thought otherwise, and probably to undo this would be more costly and troublesome than to continue it. But there was the further equitable rule that equity would permit of no attempt to clog or fetter the equity of redemption. He could not understand this. The right of redemption could be sold to anyone—to the creditor—after the loan, why might it not be dealt with by the debtor and the creditor at the time of the loan? However, it could not. It seemed that a borrower was such a favourite with courts of equity that they would let him break his contract, and perhaps, by disabling him from binding himself, disable him from contracting on the most advantageous terms to himself. Here, if Lord Compton had paid the money on the day appointed, he would have been entitled to the policy. He thought that the judgment must stand. He thought the equitable rule unreasonable, and regretted to have to dis-

regard the express agreement of a man perfectly competent and advised by competent advisers.

Lord MORRIS concurred in the judgment delivered by Earl Selborne.

Lord HANNEN said that he was unable to see that this transaction was a mortgage at all. A mortgage imported the conveyance to the mortgagee of property belonging to the debtor, or someone other than the mortgagee, by way of pledge for a debt. Here the policy of insurance never did belong to the debtor, but was brought into existence by the lenders expressly for the purpose of the mortgage. No case had been cited which established that the *primâ facie* inference as to the intention of the parties might not be rebutted. The amended agreement provided that, in the events which had happened, the policy and its proceeds should be the property of the appellants, and not of Lord Compton's representatives. He thought that the parties were at liberty to make such a contract, and that the judgment appealed from should be reversed.—COUNSEL, *Davey*, Q.C., *Rigby*, Q.C., and *E. Beaumont*; *Cracknanthorpe*, Q.C., and *Reginald Winslow*. SOLICITORS, *Wilde, Berger, & Moore*; *H. T. Boodle*.

[Reported by JOHN M. LIGHTWOOD, Barrister-at-Law.]

Court of Appeal.

Re **SHARPE**, *Re* **BENNETT, MASONIC AND GENERAL LIFE ASSURANCE CO. (LIM.)** *v.* **SHARPE AND OTHERS**—No. 2, 1st, 2nd, 3rd, and 18th December.

COMPANY—WINDING UP—ESTATE OF DECEASED DIRECTOR—MISFEASANCE—DELAY—STALE DEMAND.

This was an appeal from a decision of North, J., reported 39 W. R. 636, who held that the estate of a deceased director of a limited company which was being wound up was liable to the liquidator for a sum of nearly £4,000, which had been wrongfully paid out of capital by way of interest on dividends, and that the delay had not been such as to disentitle the liquidator to succeed.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that the plaintiff company was a life insurance company formed and registered under the Companies Act, 1862, on the 23rd of January, 1868. The company was registered with limited liability, and with its capital divided into shares. His lordship then read the following of the articles of association—viz., "5. The capital of the company shall be allotted by the board when and as they think fit. Every applicant for shares shall pay £1 per share on application. Interest at the rate of five per cent. per annum shall be payable every half-year on all money paid on the shares until otherwise determined by the directors. 115. The board may, with the sanction of a general meeting, declare a dividend or bonus, or both a dividend and bonus, to be paid to the shareholders in proportion to their shares, but exclusive of any amount for the time being paid up in advance of calls, and subject to any special privileges and priority for the time being subsisting with regard to any particular shares. 116. No dividend or bonus shall be payable except out of the profits arising from the business of the company, including the income arising from the paid-up capital. 119. The directors may, after providing for the payment of five per cent. per annum to the members, and before recommending any dividend or bonus, set aside out of the profits of the company such a sum as they think proper as a reserve fund, and may invest the same upon such securities as they may think fit." His lordship said that, whether article 5 was to be regarded as controlled by article 116, so as to authorize the payment of five per cent. on the paid-up capital only out of profits, was, he thought, open to considerable doubt. The directors of the company, acting apparently with perfect *bona fides*, construed the articles as requiring them to pay interest at five per cent. until they should otherwise determine, and, acting on this view, they did pay such interest, although there were no profits, and they did this for about ten years, when their attention was called to the matter by the Board of Trade in 1878, and then they determined to discontinue the payments. They sent a circular, dated the 9th of December, 1878, to the shareholders explaining that in future payment of interest would cease, and from that time no interest had been paid. The company never made any profits. On the 13th of March, 1886, the company was ordered to be wound up. It was insolvent, and on the 4th of June, 1889, this action was commenced against the executors and residuary legatees of two deceased directors, Sharpe and Bennett, in order to recover the assets of the company paid away as interest by them whilst they were directors. North, J., had given judgment against the defendants, and from this judgment Bennett's legal personal representative had appealed. Bennett was a director from May, 1869, until the 21st of December, 1883, when he died, and this action was commenced within six years after his death. Whatever might be the construction of article 5, it was conceded by the appellants that the payment of interest where there were no profits was a misapplication of the assets of the company, and was *ultrâ vires*—that is to say, an act beyond any power which the company could confer on its directors. This proposition was beyond dispute after the numerous decisions on the point, including that of the House of Lords in *Trevor* v. *Whitworth* (36 W. R. 145, 12 App. Cas. 409). It was, however, contended that, as the directors had acted honestly and openly, and without in any way misleading the shareholders, the court, though it might grant an injunction to restrain the continuance of an improper disposition of the funds of the company, would not go further, and compel the directors to account for moneys actually misapplied. But this could not be maintained after *Cullerne* v. *London and Suburban General Permanent Building Society* (39 W. R. 88, 25 Q. B. D. 490). The honesty of the directors made no difference as to their liability, though they might possibly be entitled to recover back the sums they had paid from those who received them. The main ground, however, on which the appellants relied was the lapse of time. It was contended, first, that the action was barred by the Statute of Limitations; secondly, that, even if not, the court would apply the analogy of the statute; thirdly, that the demand was so stale as to disentitle the company from obtaining any relief. As to the first, the statute was that of James, and not 51 & 52 Vict. c. 59, relating to trustees. Even in the case of a mere agent, it had been held that the statute did not begin to run until the agency had terminated. But an agent was often a trustee, or had duties similar to a trustee; and, in such a case, an action against him was not barred by the statute: see *Burdick* v. *Garrick* (L. R. 5 Ch. 233). A director of a company was certainly not a mere agent. It was his duty to protect the company and to enforce its rights, even against himself: and the conflict between his interest and duty, when he had misapplied the company's money, prevented the statute from applying to an action brought against him by the company to recover such money. Although it was true that the company might be set in motion by other persons, it was by no means easy to do so, and this had induced the courts to hold that a misapplication of the money of a company by its directors was a breach of trust to which the statute had no application, at least while they were directors: see *Fliteroft's case* (31 W. R. 174, 21 Ch. D. 519). So, in *Metropolitan Bank* v. *Heiram* (29 W. R. 370, 5 Ex. D. 319), the difference between an action to enforce an obligation to pay and an action to recover trust money from a trustee was pointedly alluded to. The present action, however, had been commenced within six years after Bennett's death. As the statute did not apply, there could be no relief by analogy to it. There remained the staleness of the demand. That this, as distinguished from the Statute of Limitations or analogy to it, might furnish a defence in equity to an equitable claim was settled at least as early as *Smith* v. *Clay* (Amb. 645). The principles upon which the doctrine was based would be found clearly set forth in *Lindsay Petroleum Co.* v. *Hurst* (22 W. R. 492, L. R. 3 P. C. 221) and *Erlanger* v. *New Sombrero Phosphate Co.* (27 W. R. 65, 3 App. Cas. 1218). It was unnecessary to consider whether these principles applied here, for the circumstances of this case were insufficient to support a defence based on the equitable doctrine in question. A defence based on staleness of demand rendered it necessary to consider the time which had elapsed, and the balance of justice or injustice in affording or refusing relief. He did not consider that the company, considering that the action was being brought for the benefit of creditors, and not of shareholders, had delayed unduly in making their claim, while the appellants had lost no evidence, nor been put in a worse position in any way, by the lapse of time. The only difficulty arose from *Re Mammoth Copperopolis of Utah* (50 L. J. Ch. 11, 29 W. R. Dig. 41), but there the liquidator was in great delay, and it would have been necessary to go into the correctness of certain accounts. As to the amounts to be paid by Mr. Bennett's representatives, it would not be right to charge them only with the interest ordered to be paid by Mr. Bennett himself, for he was present at almost all the directors' meetings; he knew what was being done, and he received his share of the interest ordered to be paid by his co-directors at the few meetings at which he was not present. He sanctioned the payments from first to last, and confirmed what his co-directors did in his absence. Then, as to interest, the court almost always charged a trustee with interest on trust money misapplied by him from the time of the misapplication, and there was no reason for departing from this rule here. The appeal must be dismissed.

BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Cracknanthorpe*, Q.C., and *Oswald*; *Sir H. Davey*, Q.C., *Cozens-Hardy*, Q.C., and *Scrimgeour Eady*. SOLICITORS, *Johnson, Weatherall, & Sturt*, for *G. Hadfield*, Manchester; *Hicklin, Washington, & Pasmore*.

[Reported by H. M. CHARTERS MACPHERSON, Barrister-at-Law.]

Re **RADCLIFFE, RADCLIFFE** *v.* **BEWES**—No. 2, 17th and 19th December.

POWER OF APPOINTMENT—MARRIAGE SETTLEMENT—RELEASE OF POWER BY TENANT FOR LIFE—RIGHT TO TRANSFER OF FUNDS.

This was an appeal from a decision of North, J. (reported 39 W. R. 457; 1891, 2 Ch. 662). The plaintiff had under his marriage settlement a power of appointment amongst the children of the marriage, and in default of appointment the children were entitled equally. Two children obtained a vested interest, one of whom died a bachelor and intestate. Letters of administration to his estate were granted to the plaintiff, who subsequently released his power of appointment over the fund and called upon the surviving trustee of the settlement to transfer to him a moiety of the trust funds, as tenant for life of, and entitled in remainder to, that moiety. The trustee declined to do so without the direction of the court, and on the plaintiff's originating summons coming before the court North, J., held that he was bound by *Cunynghame* v. *Thurlow* (1 Russ. & My 436n), and would not make the order. The plaintiff appealed.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) allowed the appeal.

LINDLEY, L.J., after stating the facts, said that, as matters stood, the difficulty was that there had been no merger of the plaintiff's two interests in the property. There could be no doubt that the power had been released, but the two rights—the life interest and the interest in remainder—had not merged. That difficulty could be got over by the plaintiff's surrendering his life interest, so that the two interests would coalesce and the fund become available for the son's creditors, if any. There was nothing wrong in principle in that to prevent its being done. Then it was said that *Cunynghame* v. *Thurlow* stood in the way. The form of order in *Smith* v. *Houlton* (26 Beav. 482, 8 W. R. Dig. 53) made it irreconcileable with *Cunynghame* v. *Thurlow*; and, there being this conflict of authority, the court was free to act upon principle, apart from cases. The result of their decision was that, in such cases, trustees could not safely pay over

funds on the mere extinguishment of the power of appointment, but must see that the life estate was surrendered.

BOWEN, L.J., concurred. The power had been validly released, and there was no interest affected by the transfer. The decision in *Cunynghame* v. *Thurlow* was possibly explicable on the supposition that the difficulty, already called attention to, as to the non-merger of the two interests, was felt there also. But, if not, it must be modified to the necessary extent to allow the order to be made in the present case.

FRY, L.J., said that both *Cunynghame* v. *Thurlow* and *Smith* v. *Houblon* could not stand; and, there being this conflict of authority, the court was free to consider the case on principle. As long as the father's life interest subsisted there was no reason why the trustee of the settlement should transfer the funds to another trustee for him. But by the surrender of his life interest the father obtained a present right and title to the funds, and the trust came to an end. There was no reason why he should not receive the money.—COUNSEL, *Byrne*, Q.C., *Farwell*, Q.C., and *G. Lawrence*; *Cozens-Hardy*, Q.C., and *Warrington*. SOLICITORS, *Torr & Co.*; *Bell, Brodrick, & Gray*.

[Reported by H. M. CHARTERS MACPHERSON, Barrister-at-Law.]

Re **PAGANI**—No. 2, 18th December.

LUNACY—VESTING ORDER—LEASEHOLDS OF LUNATIC—CONTRACT FOR PURCHASE—PAYMENT OF BALANCE TO COMMITTEE—LUNACY ACT, 1890 (53 & 54 VICT. c. 5), s. 135.

This was an application under section 135 of the Lunacy Act, 1890, for an order to vest certain lease holds in purchasers under the following circumstances:—One Mario Pagani entered into a contract for the sale of a restaurant in London in 1889 to T. and G. Pagani. Upwards of £2,000 had been paid under this contract, but M. Pagani, who had returned to Switzerland, had become of unsound mind, and one Del'Oro had been there appointed committee of his estate. It was now desired to pay the balance of the purchase-money to the committee, and obtain an order vesting the leaseholds in the purchasers. There was a difficulty in making the order, having regard to *Re Colling* (34 W. R. 464, 32 Ch. D. 333). *Re Lowry's Will* (21 W. R. 428, L. R. 15 Eq. 78) having been referred to, and an undertaking having been given to produce to the master an affidavit of the payment of the balance of the purchase-money to the committee,

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) made the order.—COUNSEL, *Farwell*, Q.C., and *Amedroz*. SOLICITORS, *Fladgates*.

[Reported by H. M. CHARTERS MACPHERSON, Barrister-at-Law.]

LOWTHER *v.* **CALEDONIAN RAILWAY CO.**—No. 2, 11th December.

LANDS CLAUSES CONSOLIDATION ACT, 1845, ss. 95, 96, 97—COPYHOLDS—ENFRANCHISEMENT—IMPROVED VALUE—COMPENSATION TO LORD OF MANOR—BASIS OF ASSESSMENT.

This was an appeal by the defendant company from a decision of Stirling, J. (reported 35 SOLICITORS' JOURNAL, 665, 40 W. R. 105). The action was brought by the lord of the manors of West Linton and Stainton to recover from the defendant company a sum of £980, the amount fixed by the award of an arbitrator as compensation payable to the plaintiff under section 96 of the Lands Clauses Consolidation Act, 1845, in respect of the enfranchisement of certain copyhold lands taken by the company for the purposes of their undertaking for the loss of the fines and services occasioned by such enfranchisement. In 1873 the company, in exercise of powers conferred on them by an Act of Parliament which incorporated the Lands Clauses Consolidation Acts, took possession of the copyhold lands in question and erected thereon cottages, and constructed a reservoir and other works for the purposes of the undertaking. Conveyances of the land from the copyhold tenants to the company were executed on the 4th of November, 1875, and were inrolled on the court rolls of the manor on the 16th of the same month. No steps were taken by the company to enfranchise the land under section 96 of the Consolidation Act, 1845, so the plaintiff on the 15th of January, 1887, delivered a notice to the company in which he required them to enfranchise the said lands and to pay him compensation in respect of the same and of the rents and services due for the same, and claimed £1,500 as such compensation, and stated his desire that, if such sum was not paid, the amount to be paid should be determined by arbitration. In September, 1887, it was agreed between the plaintiff and the company that Mr. Saul should, as single arbitrator, determine the amount of compensation to be paid by the company to the plaintiff under the Acts. Mr. Saul in December, 1888, made his award, and determined that the compensation to be paid by the company to the plaintiff in respect of the enfranchisement of the lands and loss of fines and services should be the sum of £980. By the custom of the manor of West Linton (as to which manor alone the question of compensation arose), an arbitrary fine of two years' improved value is payable on the death either of lord and tenant, and a fine of three years' improved value on alienation. One lord of the manor died in 1876, and another in 1882, and the fines which on their deaths became payable were by agreement between the parties determined by Mr. Saul, and were included in his award. No objection was raised by the company to the sums allowed in respect of these fines, but it was contended on their behalf that the compensation ought to be assessed on the basis of the unimproved value of the lands at the time when the company first took possession. For the plaintiff it was contended that in awarding compensation regard was to be had to the improved value of the land occasioned by the works executed thereon by the company since they took possession. The greater part of these works had been executed before the 16th of November, 1875, the date on which the conveyances to the company had been inrolled. The arbitrator adopted the plaintiff's contention, and Stirling, J., took the same view, and gave judgment for the plaintiff for £980.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) reversed the decision of Stirling, J., and allowed the appeal.

LINDLEY, L.J., said that the question turned upon the true construction of those sections of the Lands Clauses Act, 1845, which related to the taking of copyholds. Section 95 provided, in substance, what was to be done between the company and the copyholder. It enacted as follows:—"Every conveyance to the promoters of the undertaking of any lands which shall be of copyhold or customary tenure or of the nature thereof, shall be entered on the rolls of the manor of which the same shall be held; and on payment to the steward of such manor of such fees as would be due to him on the surrender of the same lands to the use of a purchaser thereof he shall make such inrolment; and every such conveyance when so inrolled shall have the like effect in respect of such copyhold or customary lands as if the same had been of freehold tenure." Of course, if that were taken literally it would extinguish all the rights of the lord, but that was not the intention of the Legislature, because the section proceeded as follows:—"Nevertheless, until such lands shall have been enfranchised by virtue of the powers hereinafter contained they shall continne subject to the same fines, rents, heriots, and services as were theretofore payable and of right accustomed." The enfranchisement clauses were sections 96 and 97. Section 96 was as follows:—"Within three months after the inrolment of the conveyance of any such copyhold or customary lands, or within one month after the promoters of the undertaking shall enter upon and make use of the same for the purposes of the works whichever shall first happen, the promoters of the undertaking shall procure the whole of the lands holden of such manor so taken by them to be enfranchised, and for that purpose shall apply to the lord of the manor whereof such lands are holden to enfranchise the same, and shall pay to him such compensation in respect thereof as shall be agreed upon between them and him, and if the parties fail to agree respecting the amount of the compensation to be paid for such enfranchisement the same shall be determined as in other cases of disputed compensation." Pausing there, it was obvious from the language of the section that whenever either of the two events there mentioned first happened, a duty was imposed upon the company to procure enfranchisement, and upon the lord to enfranchise, and either party might enforce that duty against the other. The lord might by *mandamus* compel the company to perform its duty in that respect. What was provided was a compulsory enfranchisement on whichever of the two events first happened. And the section proceeded:—"In estimating such compensation the loss in respect of the fines, heriots, and other services payable on death, descent, or alienation, or any other matters which would be lost by the vesting of such copyhold or customary lands in the promoters of the undertaking or by the enfranchisement of the same, shall be allowed for." Then section 97 shewed how the process of enfranchisement was to be completed. It provided as follows:—"Upon payment or tender of the compensation so agreed upon or determined the lord of the manor whereof such copyhold or customary lands shall be holden shall enfranchise such lands, and the lands so enfranchised shall for ever thereafter be held in free and common socage." The meaning of those sections was plain enough when once it is borne in mind that the duty to enfranchise arose on the happening of the first of the two events mentioned in section 96. That was the time when the rights of the parties were fixed, and that was the crucial time in determining what ought to be paid as compensation: see *Salisbury* v. *London and North-Western Railway Co.* (W. N., 1879, p. 214). It was said that the lord might not have any notice of the entry by the company, but in case of any delay the lord was provided for by being allowed the fines and heriots in the meantime. No doubt there was some ambiguity in the use of the word "enfranchisement," but notwithstanding that ambiguity his lordship thought that the true construction was that which he had stated. The contrary construction would involve very startling consequences; it would give the lord extravagant profit by reason of the works made by the company. The object of the Legislature was to compensate the lord for the loss he had sustained, but the effect of the decision of Stirling, J., was to give him an extravagant profit. The appeal ought to be allowed.

BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Sir Horace Davey*, Q.C., *Beale*, Q.C., and *C. Walker*; *Graham Hastings*, Q.C., and *Percy Wheeler*. SOLICITORS, *Gray, Mounsey, & Fuller*, for *Mounsey & Co.*, Carlisle; *Ellis & Ellis*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

HAWKINS *v.* **RUTTER**—15th December.

COUNTY COURT—JURISDICTION—QUESTION OF TITLE TO LAND—POSSESSORY TITLE—EASEMENT—RIGHT OF NAVIGATION—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), ss. 56, 60.

This was an appeal from the refusal of Vaughan Williams, J., to give leave to issue a writ of prohibition to his Honour Judge Abdy, the judge of the Southend County Court, from further proceeding in this action, on the ground of want of jurisdiction. The action was brought to recover damage for loss sustained by the plaintiff by reason of the defendant's barge stranding upon the plaintiff's oyster bed at Yorkfleet, Essex. At the county court the plaintiff proved that he had been in possession of the oyster bed for fourteen years, and this was not disputed; he placed the annual value at about £100. Notice had been given to the plaintiff to produce his documents of title. The defendant's counsel objected at the trial to the jurisdiction, on the ground that the plaintiff's title to a corporeal hereditament the value of which exceeded £50 by the year was in question, but

the county court judge overruled the objection, and found damages for the plaintiff, £3 9s. The defendant then applied for leave to issue a writ of prohibition, and his summons was dismissed. It was contended in support of the appeal that the plaintiff's title to the oyster bed had come in question, and also that the public right of navigation, which the defendant was exercising when his barge stranded, was an easement within section 60 of the County Courts Act, 1888, and that upon both of these grounds the jurisdiction of the county court was ousted. Section 56 of the Act declares that "except as in this Act provided the court shall not have cognizance of any action of ejectment or in which the title to any corporeal or incorporeal hereditaments shall be in question." Section 60 provides that "a judge shall have jurisdiction to try any action in which the title to any corporeal or incorporeal hereditaments shall come in question where neither the value of the lands, tenements, or hereditaments in dispute nor the rent payable in respect thereof shall exceed the sum of £50 by the year, or in the case of an easement or licence where neither the value nor reserved rent of the lands, tenements, or hereditaments in respect of which the easement or licence is claimed, or on, through, over, or under which such easement or licence is claimed, shall exceed the sum of £50 by the year." *Timothy* v. *Farmer* (7 C. B. 814) and *The Mayor of Colchester* v. *Brooke* (7 Q. B. 339) were cited in support of these contentions. On the other side it was said that, the plaintiff having proved possession for fourteen years, his title had not come in question (*Latham* v. *Spedding*, 17 Q. B. 440), and that a public right of navigation was not an easement within section 60 of the County Courts Act, that section requiring the existence of a dominant and a servient tenement in order to establish an easement. *March* v. *Dewes* (17 Jur. 558) was also cited.

Lord COLERIDGE, C.J.: This is an appeal from the decision of Vaughan Williams, J., refusing leave to issue a writ for prohibition to the judge of the Southend County Court. Now I desire to say that my judgment in this case is founded upon the particular form of this application, for it may well be that this is a proper case to be tried in some shape in the High Court. But what we are asked to do is to issue a writ for prohibition. Has there been an excess of jurisdiction here? If so, there ought to be a prohibition. The question turns upon section 60 of the County Courts Act, 1888. [His lordship read the section, and continued:—] Now I am disposed to decide the case upon a point which appears to me to be clear. How the matter would stand if there were a question of licence here I do not say, for there is no question of licence here. Mr. Scrutton admits that he must stand or fall by the meaning of the word "easement." Now that word is sometimes used, perhaps loosely, where a dominant and a servient tenement do not exist: but in its strict sense it implies a dominant tenement in respect of which, and a servient tenement over which, it is claimed. That strict sense does not suit the defendant's case, because there is here no dominant tenement. But I think that in this section the word "easement" is used in its strict sense: "such easement" (at the end of the section) ties down the meaning of this word to an easement which exists over a servient tenement in respect of a dominant tenement. The result is that in this case section 60 of the County Courts Act, 1888, in no way interferes with the jurisdiction of the county court. As to the other point, I have no doubt that the question of title to the land does not arise in this case. No one questions that as far as possession goes the plaintiff had been in possession for fourteen years. If the plaintiff had been obliged to prove his actual ownership of the soil, then the title might have been in question, but possession was enough for the purposes of this action, and that was not disputed.

A. L. SMITH, J.: I think that my brother Vaughan Williams, J., was right as to the point which he decided, and which was the first point argued before us. That point was whether the title to a corporeal or incorporeal hereditament of a value exceeding £50 by the year came in question in this action. I cannot agree to the proposition that when a man who has a possessory title goes to try an action of trespass a question of title comes in at all. Here the plaintiff had had possession for fourteen years, and that was not disputed. It is true that the defendant gave him notice to produce his title deeds, but such a notice does not affect the question. Then a point is raised before us as to the right of navigation being an easement within section 60. It is said that according to *Dovaston* v. *Payne* (2 H. Bl. 527, 2 Smith L. C. 154), a right of way is an easement, and that in the *Mayor of Colchester* v. *Brooke* a right of navigation was said to be a right of way, and that, therefore, a right of navigation is an easement. But the provision as to easements in section 60 only covers cases where the annual value of either the dominant or the servient tenement exceeds £50; that shews what meaning the word easement bears in that section, as my lord has pointed out. Here there is no dominant tenement, and therefore no easement within the section. This appeal must be dismissed.—COUNSEL, *Scrutton*; *Wightman Wood*. SOLICITORS, *Farlow & Jackson*; *Rooke & Sons*, for *George Wood & Son*, Southend.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Solicitors' Cases.

BODEN *v.* **HENSBY**—North, J., 18th December.

SOLICITOR—LIEN ON DOCUMENTS—CHANGE OF SOLICITORS.

The plaintiff in this action, who resided in the colony of New South Wales, by a power of attorney dated 6th of August, 1891, revoked all former powers and appointed Messrs. P. J. Gordon & Son her attorneys. On the 4th of December, 1891, the chief clerk ordered that such deeds, papers, and writings "as might be necessary for the conduct of this action" should be delivered up to Messrs. P. J. Gordon & Son by Messrs. Barton & Pearman (the solicitors who had acted for the plaintiff in various matters prior to the commencement of this action, including an administration action out of which this action arose, as well as in this action), subject to the lien, if any, of Messrs. Barton & Pearman. The order in other respects was substantially in the same form as that made in *Re Boughton* (23 Ch. D. 169). The action was one for sale in lieu of partition, and the usual order had been made directing inquiries, &c. It appeared that the plaintiff and defendant were alone entitled to the property, in moieties, subject to incumbrances (if any). This was an application by Messrs. Barton & Pearman to set aside the order of the chief clerk referred to above.

NORTH, J.: In my opinion in this case there is a distinction between documents which have come into the solicitors' hands "since the commencement of the action or for the purposes of the action" and other documents of the plaintiff's in their possession, a distinction drawn in the case of *Re Capital Fire Insurance Association*. It is said that the chief clerk in making the order and following *Boughton* v. *Boughton* (31 W. R. 517, 23 Ch. D. 169) followed a case applicable to administration actions alone, but I do not see anything which so limits that case. The question is whether the plaintiff and defendant are alone interested or whether other parties might be interested. It is not clear that these two persons (plaintiff and defendant) are alone interested, or the court would not have directed, as it has, that inquiries be made as to who might be interested. It is true there are only the two parties under the will, but there may be incumbrances created either by the plaintiff or defendant, and it, therefore, seems to me that this is an action in which, as in an administration suit, other parties may be interested. The decision, therefore, in *Boughton* v. *Boughton* applies to this case, subject to the distinction drawn in *Re Capital Fire Insurance Association* (32 W. R. 260, 24 Ch. D. 408) between documents relating to the particular action and documents which do not. As regards the former *Boughton* v. *Boughton* applies, and the order made in chambers may go, but as regards the latter, that is, documents in the solicitors' possession other than those acquired since the commencement of the action or for the purposes of the action, it must not. There will be no costs, as the parties have partly succeeded and partly failed.—COUNSEL, *H. B. Howard*; *Geo. Serrell*. SOLICITORS, *Barton & Pearman*; *P. J. Gordon & Son*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

County Courts.

WILLOUGHBY *v.* **J. W. HOBBS & CO. (LIM.)**—Wandsworth, 8th and 15th December.

EXECUTION—CLAIM FOR RENT—POSSESSION MONEY.

This was an action by the registrar and high bailiff of the Wandsworth County Court to recover £1 10s., being three days' possession fees under the circumstances which appear fully from the judgment which follows.

His Honour Judge HOLROYD said:—On the 27th of September, 1891, an execution was levied on the goods of Mr. Borgen, the defendant in an action in the Wandsworth County Court, by the plaintiff for £15 4s. 6d., the amount of the judgment. On the 28th of September the landlords, Messrs. Hobbs & Co., gave notice to the high bailiff that Borgen, their tenant, was indebted to them for more than one year's rent at £55 a year, and claiming to have the arrears of rent satisfied under section 160 of the County Courts Act, 1888 (51 & 52 Vict. c. 43). On the 1st of October Borgen, the judgment debtor, paid the debt for which the execution was levied, together with the costs of the execution, including four days' possession money from the 27th of October at 10s. a day. On the same day the landlords gave the bailiff notice that they withdrew their claim for rent. The high bailiff then claimed three days' possession money from the landlords from the 28th of October, and as the landlords refused to pay, brought this action for the three days' possession money at 10s. a day. On behalf of the defendants it was contended that the high bailiff had no claim, the fees for possession being limited by ord. 25, r. 11, of the County Court Rules, 1889, and by Form 163, which is the notice of the warrant of execution subject to this rule, and which limits the amount of possession fees to 10s. per day. It was also contended that section 160 of the County Courts Act, 1888, which replaced section 1 of 8 Anne, c. 14, did not extend the application of that section so as to give the bailiff a right to possession fees as against the landlord giving notice of a claim for rent. The cases treating of the relations between a landlord claiming rent of the sheriff and the sheriff are as follows. In *Thomas* v. *Mirehouse* (56 L. J. Q. B. 653) it was decided that the effect of section 1 of the Statute of Anne is to make the sheriff personally liable to the debtor's landlord if the goods seized are removed from the debtor's premises without payment of the rent; but the landlord does not acquire any lien, either on the goods seized or on the proceeds of the sale, although, when the sale has taken place and the goods are in the hands of the sheriff, the court may summarily, upon a summons at chambers, order the sheriff to pay the landlord the amount to which he is entitled: see also *Yates* v. *Rutledge* (29 L. J. Ex. 117). Further, the landlord is entitled to his rent without any deduction for poundage, as appears from the case of *Davies* v. *Edmonds* (12 M. & W. 31). It therefore appears to me that there was no retainer by the landlords of the high bailiff to distrain. He merely receives a notice of claim for rent, and his obligation to distrain arises solely under the statute, in the case of executions in the county court as in this case, section 160 of the County Courts Act, 1888, for which he is paid his poundage as provided by the rules and under the statute, and, as appears, he is not entitled to receive fees for more than one man in possession. Lastly, there is no fee provided in the county court scale of fees for a man in possession except in actions in interpleader proceedings after the seventh day of possession, when the judge may allow, in addition to the fees on execution of a warrant, costs

out of pocket for a man in possession. The case of *Batt* v. *Price* (L. R. 1 Q. B. 264), where it was decided that a county court registrar could sue for fees, has no application. It appears to me, therefore, that this right of action is misconceived, and that there must be judgment for the defendants. COUNSEL, *Plaintiff in person; G. A. Bonner.*

[We are favoured with the above report.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

November 14—Mr. Sherrington moved: "That the House of Lords needs reform." Mr. Fox opposed, and Messrs. Le Maistre, Lewis, S. Williams, and Symonds also spoke. The motion was carried by a majority of three.

November 21—Mr. Austen moved: "That this House expresses its strongest disapproval of the action of certain members of the London County Council in instructing counsel to appear on their behalf before the licensing committee upon which they themselves sat." Mr. Hardy opposed, and the discussion was continued by Messrs. Moyle, Bagram, Le Maistre, S. Williams, Kains-Jackson, Atkin, Sherrington, Hildesheim, and Hawkins. The motion was carried by a majority of nine. The next meeting will be held on January 11, and will be devoted entirely to business.

LEGAL NEWS.

OBITUARY.

Sir THOMAS CHAMBERS, Q.C., the Recorder of the City of London, died on the 24th ult. He was the son of Mr. Thomas Chambers, of Hertford, and was born in 1814. He was educated at Cambridge, and was called to the bar in 1840. In 1857, on the promotion of Mr. Russell Gurney, Q.C., to the recordership, Mr. Chambers was elected Common Serjeant. In 1861 he was made a Queen's Counsel and a bencher of his inn, and in 1872 he received the honour of knighthood. In 1878 Sir Thomas Chambers was appointed Recorder. The bar last year gave a dinner in his honour to celebrate the jubilee of his call to the bar.

Mr. GEORGE HENRY HAYDON, barrister, died on November 9, at Ettrick, Putney-common, in the seventieth year of his age. Mr. Haydon was the second son of Mr. Samuel Haydon, of Heavitree, near Exeter, late Paymaster of the Royal Navy. He entered as a student at the Middle Temple on the 1st of November, 1862, and was called to the bar on the 9th of June, 1865.

Mr. STANDISH GROVE GRADY, barrister, died on November 12, at 40, Norfolk-crescent, Hyde-park. He was the fourth son of the late Mr. Henry Grove Grady, of Bellwood, co. Tipperary, and was born in 1815. He entered as a student at the Middle Temple on the 15th of January, 1838, and was called to the bar on the 29th of January, 1841. He was until recently Recorder of Gravesend, which post he held since 1848. He acted as Hindu, Mahomedan, and Indian Law Reader to the Inns of Court from 1869 to 1873, and was common law editor of the WEEKLY REPORTER from 1862 to 1866. He was author of the Law of Fixtures and Dilapidations, the Law of Registration of Voters and of Elections, Equalization of the Poor Rate, Abuses of Public Charities, Present State of our Public Schools, Manual of Hindu Law, and Hindu Law of Inheritance, and he was editor of the Hedaya and Institutes of Menii. He practised on the South-Eastern Circuit. He married, on the 24th of February, 1838, Margaret Isabella, fourth daughter of Mr. John Farran, of Debden Hall, Essex.

APPOINTMENTS.

Mr. ALFRED HENRY ARNOULD, D.C.L. Oxon (A. H. Arnould & Son), solicitor, 10, New-court, Lincoln's-inn, W.C., has been appointed Assistant-Examiner for the Intermediate Examination by the Council of the Incorporated Law Society. Dr. Arnould was admitted in Trinity, 1870. He is a commissioner for oaths, a perpetual commissioner, a commissioner for affidavits and examining witnesses in England for the High Court of Judicature at Bombay, and also for taking acknowledgments of married women in respect of property in Bombay.

Mr. CHARLES ROBERT HARGREAVES HARDCASTLE, LL.B. (Thorowgood, Tabor, & Hardcastle), solicitor, 11, Copthall-court, E.C., has been appointed by the Council of the Incorporated Law Society Assistant-Examiner for the Final Examination in the principles of law and procedure in matters usually determined or administered in the Chancery Division of the High Court of Justice. Mr. Hardcastle was admitted in July, 1881, after having passed the final examination with honours. He is a perpetual commissioner, and had previously acted as assistant-examiner for the intermediate examination.

Mr. JOHN ROBERT FYDELL ROGERS (Keen, Rogers, & Co.), solicitor, 24, Knightrider-street, Doctor's-commons, has been appointed by the Council of the Incorporated Law Society Assistant-Examiner for the Honours Examination in the subjects of the principles of law and procedure in matters usually determined or administered in the Probate, Divorce, and Admiralty Division of the High Court of Justice, ecclesiastical and criminal law, and practice and proceedings before justices of the peace. Mr. Rogers was admitted in Easter, 1855. He is vestry clerk of the separate parishes of St. Mary-le-Bow, St. Mary Aldermary, Allhallows, Honey-lane, and St. Pancras, Soper-lane, and also the united parishes of St. Mary-le-Bow, St. Pancras, Soper-lane, Allhallows, Honey-lane, Allhallows, Bread-street, and St. John the Evangelist, London. Mr. Rogers had for many years acted as assistant-examiner for the final examination.

Mr. SIDNEY WILLIAMS DOD, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Dod was admitted in June, 1886. He is a notary public, and a commissioner for oaths in the Chancery Court of Lancashire.

Mr. ERNEST DESQUESNES, solicitor, Salford, has been appointed a Commissioner for Oaths. Mr. Desquesnes was admitted in November, 1883.

Mr. JOHN ELLIS (Heelis & Ellis), solicitor, Keighley, has been appointed a Commissioner for Oaths. Mr. Ellis was admitted in January, 1884.

Mr. GEORGE THOMAS EDWARDS, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Edwards was admitted in January, 1885.

Mr. JOHN FLOWER, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Flower was admitted in July, 1878.

Mr. JOHN HAMILTON GAIR, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Gair was admitted in November, 1883.

Mr. GUSTAVUS CHARLES BELL, solicitor, 37, Essex-street, Strand, has been appointed a Commissioner for Oaths for Fort William in Bengal and to take acknowledgments of married women in respect of property in India. Mr. Bell was admitted in April, 1882. He is a commissioner for oaths and a perpetual commissioner.

Mr. ROBERT EDWARD BRANTHWAITE (Lynde & Branthwaite), solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Branthwaite was admitted in August, 1885, after having passed the final examination with honours.

Mr. HENRY CHALKER (Stewart, Son, & Chalker), solicitor, Wakefield, has been appointed a Commissioner for Oaths. Mr. Chalker was admitted in March, 1884.

Mr. ALFRED HENRY COLLINGWOOD, solicitor, Carlisle, has been appointed a Commissioner for Oaths. Mr. Collingwood was admitted in July, 1881.

Mr. WILLIAM SILVERWOOD COPE, M.A. Oxon, solicitor, 150, Leadenhall-street, E.C., has been appointed Commissioner to administer Oaths for the Examination of Witnesses in England for the Supreme Court of Gibraltar and for taking the acknowledgments of married women in England in respect of property in Gibraltar. Mr. Cope was admitted in January, 1887. He is a commissioner for oaths and a perpetual commissioner for the Straits Settlements, a commissioner for Fort William in Bengal and for taking acknowledgments of married women in respect of property in India.

Mr. EDWARD BANKS JOHNSON, solicitor, West Burton, has been appointed a Commissioner for Oaths. Mr. Johnson was admitted in July, 1885.

Mr. WM. LOFTHOUSE MEYERS, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Meyers was admitted in February, 1885.

Mr. ALFRED SUMMERSON, solicitor, Pocklington, has been appointed a Commissioner for Oaths. Mr. Summerson was admitted in August, 1885.

Mr. CHARLES MILES TODD, 9, Hillfield-road, Hampstead, has been appointed a Commissioner for Oaths. Mr. Todd was admitted in May, 1884.

Mr. WILLIAM TODD, solicitor, Lancaster, has been appointed a Commissioner for Oaths. Mr. Todd was admitted in December, 1884.

Mr. HAROLD WARNES (Lawton, Warnes, & Son), solicitor, Eye, has been appointed a Commissioner for Oaths. Mr. Warnes was admitted in December, 1884.

Mr. THOMAS HENRY WOODHAM, solicitor, Winchester, has been appointed a Commissioner for Oaths. Mr. Woodham was admitted in October, 1885.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

JOHN CHARLES FOX, ALFRED THOMAS HARE, and HENRY BALDWIN RAVEN, solicitors (Hare & Co.), 139, Temple-chambers, Whitefriars, London. December 7. [*Gazette*, Dec. 25.

GENERAL.

The death is announced of Mr. Hugh Mewburn-Walker, solicitor, of the firm of Messrs. Mewburn-Walker & Lawrence, of 12, Furnival's-inn.

It is stated that Mr. Justice Hawkins, who has materially benefited by his stay in the South of France, will, according to present arrangements, return to town on the 9th inst. There is no authentic intelligence yet as to Mr. Justice Stirling's return.

The following are the arrangements made by the judges of the Queen's Bench Division for holding their courts during the ensuing Hilary Sittings—viz.:—Three courts will be formed to sit in Banc, the first of which will consist of Lord Chief Justice Coleridge and Mr. Justice Cave; the second will be comprised of Mr. Justice Hawkins and Mr. Justice Wills; and the

third of Mr. Justice Lawrance and Mr. Justice Wright. Eight judges will sit to try special and common and non-jury actions—viz., Justices Denman, Mathew, Day, Smith, Grantham, Charles, Vaughan Williams, and Collins. Mr. Baron Pollock will be the judge in attendance at Queen's Bench Chambers during the sittings.

The following are the arrangements made for hearing probate and matrimonial causes during the ensuing Hilary Sittings, viz.:—Causes for hearing before the court itself will be taken on Wednesday, January 13, and following days—(1) defended matrimonial, (2) probate, (3) undefended matrimonial. Common jury causes will be proceeded with on Wednesday, February 10, and following days, matrimonial causes being taken first and probate cases afterwards. The hearing of special jury causes will be commenced on Wednesday, February 24, and continued on following days, matrimonial being taken first and probate after. Summonses will be heard in chambers at 10.15, and motions will be heard in court at 11 o'clock on Tuesday, January 12, and every succeeding Tuesday during the sittings.

The rights of woman, says the *St. James' Gazette*, have been nobly vindicated by Judge Elliott, of Indiana, in a case which every wife in England and America will read with interest. Mrs. Leah Haynes, of Dearborn County, Indiana, sued Flora Knowlin for damages on the ground that she had alienated her husband's affections from her. Flora had the meanness to plead that, though a husband could claim damages for the alienation of his wife's affections, the same right did not belong to a wife. In the land of Victoria C. Woodhull and Tennessee M. Claflin such a doctrine could not be tolerated for a moment; and, in Indiana at all events, the courts are open to the aggrieved wife who finds her husband gradually transferring the affections which belong to her to some designing spinster or artful widow. No doubt it will not be very long before some injured lady brings a similar action against her husband in an English court. What a chance for the cross-examiner to practise his "noble" art, and win the praises of an admiring judge!

On the 22nd ult. the master and fellows of Trinity Hall, Cambridge, invited the members of the college to a dinner to welcome the recently-elected honorary fellows, Mr. Leslie Stephen, Mr. W. Walton, and Mr. Justice Romer, and also to celebrate the opening of the dining-hall. The master, the Rev. H. Latham, in his speech after dinner, referring to Mr. Justice Romer, said "they gladly pointed to him as a proof of the continuance of the traditional legal renown of the college. His successes and distinctions were familiar to all. He had done very much, but in himself he was very much more, and that was what cemented his old friends to him. What most closely touched his contemporaries who met him at that moment was that behind the senior wrangler, and behind the fellow of the college, and behind the Queen's counsel, and behind the judge there stood the Robert Romer of 1863, unaltered in attachment to his college, unimpaired in his genial youthfulness of spirit." Mr. Justice Romer, in reply, thanked the master for the kind manner in which he had spoken of him. He gathered that he had to reply on behalf of the law. Luckily, that was a subject he could say a few words about. It was not an emotional or tender subject. They all knew that the bar of England were distinguished for the high esteem and regard they had for their judges. It was clearly illustrated by two of the precepts they believed in. The first was that no judge after he had been appointed six months was to be believed upon his oath. The second was that every judge speedily after appointment lost all common sense, even if he previously possessed it. He could not help thinking that he had still a remnant of common sense. Probably the thought was mere flattery, or perhaps it was due to the fact that he had not been long enough a judge to acquire the true judicial faculty. He thanked the college for the great honour conferred upon him. He loved the college, and all his success in life was due to the assistance he had received from it. It was through holding a scholarship that he was enabled to become a fellow, and through his fellowship that he was enabled to go to the bar.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Thursday, Jan. 7	Mr. Beal	Mr. Godfrey	Mr. Jackson
Friday 8	Pugh	Lench	Clowes
Saturday 9	Beal	Godfrey	Jackson

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Thursday, Jan. 7	Mr. Carrington	Mr. Rolt	Mr. Ward
Friday 8	Lavie	Farmer	Pemberton
Saturday 9	Carrington	Rolt	Ward

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR HILARY SITTINGS, 1892.

A to F—Mondays, Wednesdays, and Fridays, Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Johnson.

G to N—Mondays, Wednesdays, and Fridays, Master Macdonell; Tuesdays, Thursdays, and Saturdays, Master Walton.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

HILARY SITTINGS, 1892.

A to F—All applications by summons or otherwise in actions assigned to Master George Pollock are to be made returnable before him in his own room, No. 173, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

G to N—All applications by summons or otherwise in actions assigned to Master Butler are to be made returnable before him in his own room, No. 112, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

O to Z—All applications by summons or otherwise in actions assigned to Master Wilberforce are to be made returnable before him in his own room, No. 179, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

BY ORDER OF THE MASTERS.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CRYSTAL REEF GOLD MINING CO, LIMITED—Petn for winding up, presented Dec 19, directed to be heard before North, J., on Jan 16. Chinery & Co, Brabant ct, Gracechurch st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 15

FRIENDLY SOCIETY DISSOLVED.

WOOTTON FRIENDLY SOCIETY, Schoolroom, Wootton, Northampton. Dec 19

London Gazette.—TUESDAY, Dec. 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GOLD MINING ASSOCIATION, LIMITED—By an order made by North, J., dated Dec 19, it was ordered that the voluntary winding up of the company be continued. Heirys, Lombard st, solor for petners

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 18.

HALLAM, GEORGE, Albemarle st, Piccadilly, Hotel Keeper. Jan 18. Hallam v Wesley, Stirling, J. Vincent & Vincent, Budge row

SMITH, MARY ANN, Whitcomb st, Leicester sq. Jan 16. Goddard v Smith, Chitty, J. Chilcott, Cranbourn st, Leicester sq

London Gazette.—FRIDAY, Dec. 25.

BRISCO, WASTEL, Reading, Esq. Jan 31. Hamilton v Brisco, Kekewich, J. Hale, St Mildred's ct, Poultry

HARDY, THOMAS, Cowley, Builder. Jan 21. Turner v Hardy, Kekewich, J. Gamlen, Gray's inn sq

MASON, HENRY HEWITT, Putney, Solicitor. Jan 30. Greville v Mason, Stirling, J. Goddard, South sq, Gray's inn

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 25.

RECEIVING ORDERS.

ABRAHAMS, ISRAEL, Gt Russell st, Gent High Court Pet Sept 11 Ord Dec 22

ARNEY, JOHN, Watchfield, nr Highbridge, Somerset, Farmer Bridgwater Pet Dec 14 Ord Dec 21

BERNSTONE, ZACARIAH, Gateshead, Picture Dealer Newcastle on Tyne Pet Dec 22 Ord Dec 22

BLACKBURN, ARTHUR WILLIAM, Cleckheaton, Yorks, Woolcomber's Manager Bradford Pet Dec 22 Ord Dec 22

BRAYFORD, EDGAR, Burslem, Staffs, Earthenware Manufacturer Burslem Pet Dec 22 Ord Dec 22

BROWN, FREDERICK PETER, and WILLIAM ALBERT BROWN, Caldecott, Rutland, Farmers Leicester Pet Nov 28 Ord Dec 17

CARIES, WALTER HENRY, Sparkbrook, Birmingham, Clerk in Holy Orders Birmingham Pet Dec 10 Ord Dec 22

CLEGG, JAMES, St Julian's Farm rd, West Norwood, Gent High Court Pet Nov 25 Ord Dec 22

CORNISH, ENOCH BISSETT, Maidenhead, Furniture Dealer Windsor Pet Dec 22 Ord Dec 22

COPE, AARON, Sowdley, nr Market Drayton, Salop, Farmer Nantwich and Crewe Pet Dec 11 Ord Dec 22

COULTAS, JOHN, Newby, Yorks, Bricklayer Scarborough Pet Dec 22 Ord Dec 22

DAVIES, CALEB JOHN, Swansea, Commission Agent Swansea Pet Dec 22 Ord Dec 22

DAVIS, HENRY, Goscotte, nr Walsall, Licensed Victualler Walsall Pet Dec 22 Ord Dec 22

ELVERSTON, EDWIN ELLERBY, Bromley, Kent, Wine Merchant Croydon Pet Dec 21 Ord Dec 21

FERAN, STEPHEN, Birmingham, Jeweller Birmingham Pet Dec 22 Ord Dec 22

FORD, PRINCE RILEY, Leeds, Travelling Draper Leeds Pet Dec 21 Ord Dec 21

FREER, EDWIN, Gt Grimsby, Fisherman Gt Grimsby Pet Dec 22 Ord Dec 22

GOULD, JOSEPH RICHARD, Birmingham, Rule Manufacturer Birmingham Pet Dec 22 Ord Dec 22

HALL, WILLIAM, Dudley, Tailor Dudley Pet Dec 14 Ord Dec 19

HOLT, WILLIAM, and TOM LUMLEY, Belgrave, Leics, Boot Manufacturer Leicester Pet Dec 10 Ord Dec 21

JAMES, JOSEPH, Wolverhampton, Oil Dealer Dudley Pet Dec 14 Ord Dec 14

JONES, J E, Blaenau Festiniog, Merioneth, Draper Blaenau Festiniog Pet Dec 9 Ord Dec 21

KESSLER, LOUIS WILLIAM HENRY, Brighton, Photographer Brighton Pet Dec 21 Ord Dec 21

KIRBY, GEORGE HARRY, Leicester, Boot Manufacturer Leicester Pet Dec 10 Ord Dec 21

LAZARUS, JOHN, Commercial st, Spitalfields, Grocer High Court Pet Dec 22 Ord Dec 22

LEE, CHARLES, Chorlton on Medlock, Manchester, Musical Instrument Dealer Manchester Pet Dec 21 Ord Dec 21

LEVITT, GEORGE, St James's, Isle of Grain, Kent, Baker Rochester Pet Dec 21 Ord Dec 21

LINTON, ADOLPHUS FREDERICK, late of Brighton, Esq High Court Pet Oct 5 Ord Dec 18

MARINER, CHARLES, jun, Landport, Grocer Portsmouth Pet Dec 21 Ord Dec 21

MOORE, AZUBAH, Halifax, Jacquard Loom Maker Halifax Pet Dec 21 Ord Dec 21

NIXON, HENRY, Cosby, Leics, Boot Manufacturer Leicester Pet Dec 19 Ord Dec 19

NUGENT, THOMAS, Manor grove, Ormside st, Old Kent rd, Sheep Skin Wool Rug Manufacturer High Court Pet Dec 22 Ord Dec 22

PICKERSGILL, WILLIAM, Darwen, Lancs, Builder Blackburn Pet Dec 18 Ord Dec 22

PINE, WILLIAM LINDSEY, Landport, Fancy Warehouseman Portsmouth Pet Dec 19 Ord Dec 19

RATHBONE, SAMUEL JAMES, Kelsall, Cheshire, Builder Chester Pet Dec 22 Ord Dec 22

REED, WALTER JAMES, Kingston upon Hull, Solicitor Kingston upon Hull Pet Dec 11 Ord Dec 22

SENIOR, JOE WILLIAM, Barnsley, Drug Vendor's Manager Barnsley Pet Dec 21 Ord Dec 22

SHARP, SAMUEL FREDERICK, Donhead St Andrew, Wilts, Farmer Salisbury Pet Dec 22 Ord Dec 22

SHILLINGFORD, GEORGE WILLIAM, Eynsham, Oxon, Wool Stapler Oxford Pet Dec 22 Ord Dec 22

SMITH, JOHN WILLIAM, Seymour st, Euston sq, Cheesemonger High Court Pet Dec 21 Ord Dec 21

SMITH, ROBERT, St Stephen by Saltash, Cornwall, Farmer East Stonehouse Pet Dec 21 Ord Dec 21

SPENCER, ROBERT, Birmingham, Chemist Birmingham Pet Dec 8 Ord Dec 22

STEEL, JAMES, and LEONARD B WOOD, Stoke upon Trent, Tile Makers Stoke upon Trent Pet Dec 16 Ord Dec 22

SUGDEN, JOHN, Smithies, nr Barnsley, Colliery Proprietor Barnsley Pet Dec 21 Ord Dec 21

TETLEY, FRANK, South Shields, House Furnisher Newcastle upon Tyne Pet Dec 22 Ord Dec 22

TOWELL, JOHN HENRY, Old Linthorpe, nr Middlesborough, Commercial Clerk Middlesborough Pet Dec 22 Ord Dec 22

WAGSTAFF, JAMES, North End rd, Fulham, Hatter High Court Pet Dec 21 Ord Dec 21

YOUNG, JOSEPH, Horwich, Lancs, Furniture Dealer Bolton Pet Dec 1 Ord Dec 22

FIRST MEETINGS.

ARNEY, JOHN, Watchfield, nr Highbridge, Somerset, Farmer Jan 5 at 10.45 Bristol Arms Hotel, Bridgwater

AVERILL, LEONARD ROCHFORD, Osmaston, nr Derby, Farmer Jan 1 at 2.30 Off Rec, St James's chmbrs, Derby

BAILLIE, W G, late Hanover sq Jan 5 at 11 33, Carey st, Lincoln's inn

BENTLEY, NATHAN, Bradford, Beerhouse Keeper Jan 6 at 11 Off Rec, 21, Manor row, Bradford

COHEN, LAWRENCE COHEN, & Co, Hatton grdn, Watch Material Dealers Jan 5 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

CRAIG, WILLIAM, Stoke upon Trent, Coal Merchant Jan 4 at 10.30 Off Rec, Newcastle under Lyme

DELPECH, HENRY, Mincing lane, Merchant Jan 5 at 2.30 33, Carey st, Lincoln's inn

FARRAR, GEORGE WILLIAM, Honley, nr Huddersfield, Dyer Jan 7 at 3 Haigh & Son, Solicitors, 55, New st, Huddersfield

HICKS, WILLIAM BAKER, Fen court, Fenchurch st, Sugar Broker Jan 5 at 1 33, Carey st, Lincoln's inn

HITCHINS, TOM F, Fenchurch st, Metal Broker Jan 7 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

JAZOWSKY, MORRIS DAVID, late Queen sq, Aldersgate st, Woollen Goods Importer Jan 8 at 12 33, Carey st, Lincoln's inn

KEUTZER, HENRY JOHN, Leadenhall st, Commercial Clerk Jan 7 at 1 33, Carey st, Lincoln's inn

LEAVER, FREDERICK WILLIAM, Wolverhampton, Barman Jan 18 at 12 Off Rec, Wolverhampton

LEGGATT, CLEMENT D, Pinner's court, Old Broad st, Financial Agent Jan 6 at 12 33, Carey st, Lincoln's inn

LEVITT, GEORGE, St James's, Isle of Grain, Kent, Baker Jan 11 at 11.30 Off Rec, High st, Rochester

LUSBY, ELLEN, Welshampton, Salop, Licensed Victualler Jan 4 at 2.15 Royal Hotel, Crewe

MARSTONE, JONATHAN EZRA, Tibshelf, nr Alfreton, Derbyshire, Clothier Jan 4 at 3 Off Rec, St James's chmbrs, Derby

MATHER, EBENEZER JOSEPH, Mount View rd, Crouch Hill, Esq Jan 6 at 2.30 33, Carey st, Lincoln's inn

MOORE, AZUBAH, Halifax, Jacquard Machine Maker Jan 2 at 11 Off Rec, Halifax

OLIVER, EDWARD, & SON, Tokenhouse bldgs, Shipbrokers Jan 7 at 2.30 33, Carey st, Lincoln's inn

PEARCE, LEMUEL CALLAWAY, Bristol, Woollen Merchant Jan 8 at 3 33, Carey st, Lincoln's inn

PEARCE, LEMUEL CALLAWAY, and JOHN ATKINS STEPHENS, Bristol, Auctioneers Jan 8 at 4 33, Carey st, Lincoln's inn

RATHBONE, SAMUEL JAMES, Kelsall, Cheshire, Builder Jan 5 at 10.30 Crypt chmbrs, Chester

ROBERTS, JOHN, Waenfawr, Llanbeblig, Carnarvonshire, Quarryman Jan 7 at 11.30 Magistrates' Room, Bangor

ROSENTHAL, CLARA, Manchester, Wholesale Jeweller Jan 7 at 3 Ogden's chbrs, 97, Bridge st, Manchester

SHARP, SAMUEL FREDERICK, Donhead St Andrew, Wilts, Farmer Jan 11 at 12.30 Off Rec, Salisbury

SLATER, JOHN, Radbourne, Derbyshire, Farmer Jan 1 at 12 Off Rec, St James's chbrs, Derby

TRONSON, NORMAN PERCY MILES, Drapers' gdns, Financial Agent Jan 5 at 12 33, Carey st, Lincoln's inn

WALMSLEY, CHRISTOPHER, Barrow in Furness, Provision Dealer Jan 6 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

WALTON, RICHARD, Brighton, Clothier Jan 11 at 2.30 Off Rec, 24, Railway approach, London bridge

WIGLEY, CHARLES, Birmingham, Manchester Warehouseman Jan 8 at 2.30 Association chbrs, 15, High st, Manchester

WILLIAMS, GEORGE CLIFFORD WILLIAMS, Leigh, nr Malvern, Farmer Jan 12 at 10.30 Off Rec, Worcester

The following amended notice is substituted for that published in the London Gazette, Dec. 22.

ANGERER, ANTHONY, Middlesborough, Licensed Victualler Dec 30 at 3 Off Rec, Middlesborough

ADJUDICATIONS.

BELL, ROBERT, St. James's st High Court Pet Aug 18 Ord Dec 22

BERNSTONE, ZACARIAH, Gateshead, Picture Dealer Newcastle on Tyne Pet Dec 22 Ord Dec 22

BLACKBURN, ARTHUR WILLIAM, Cleckheaton, Yorks, Woolcomber's Manager Bradford Pet Dec 22 Ord Dec 22

BURGGREAVE, GEORGE SMITH, late of Wood Green High Court Pet Oct 24 Ord Dec 21

CLARK, WILLIAM WALLIS, Windsor rd, Ealing, Commission Agent Brentford Pet Dec 17 Ord Dec 22

CLUTTERBUCK, JAMES CASPAR, Horfield Prison, Bristol, Doctor of Divinity High Court Pet Nov 2 Ord Dec 21

COULTAS, JOHN, Newby, Yorks, Bricklayer Scarborough Pet Dec 22 Ord Dec 22

DAVIES, CALEB JOHN, Swansea, Commission Agent Swansea Pet Dec 22 Ord Dec 22

DONALD, ROBERT, Gosforth, Northumbrld, Baker Newcastle on Tyne Pet Dec 15 Ord Dec 22

ELVERSTON, EDWIN ELLERBY, Bromley, Kent, Wine Merchant Croydon Pet Dec 21 Ord Dec 21

FORD, PRINCE RILEY, Leeds, Travelling Draper Leeds Pet Dec 21 Ord Dec 21

FREER, EDWIN, Gt Grimsby, Fisherman Gt Grimsby Pet Dec 21 Ord Dec 22

GITTOES, JOHN EDWARD, Wolverhampton, late Licensed Victualler Wolverhampton Pet Nov 30 Ord Dec 21

GLOVER, FRANK, Solihull, Warwickshire, Licensed Victualler Birmingham Pet Dec 14 Ord Dec 22

GREENE, FRIESE, Piccadilly, Photographer High Court Pet Oct 10 Ord Dec 22

HALL, WILLIAM, Dudley, Tailor Dudley Pet Dec 14 Ord Dec 19

HOLT, WILLIAM, and TOM LUMLEY, Belgrave, Leics, Bootmakers Leicester Pet Dec 10 Ord Dec 21

HOWARD, CHARLES, New cut, Lambeth, Glass Maker High Court Pet Dec 3 Ord Dec 22

JAMES, JOSEPH, Wolverhampton, Oil Dealer Dudley Pet Dec 14 Ord Dec 14

KEEP, WILLIAM, Sardinia st, Lincoln's inn fields, Letterpress Printer High Court Pet Nov 30 Ord Dec 21

KESSLER, LOUIS WILLIAM HENRY, Brighton, Photographer Brighton Pet Dec 17 Ord Dec 21

LANSBURY, H J, Bromley, Kent, Land Agent Croydon Pet Nov 14 Ord Dec 21

LEE, CHARLES, Chorlton on Medlock, Musical Instrument Dealer Manchester Pet Dec 21 Ord Dec 21

LEVITT, GEORGE, St James's, Isle of Grain, Kent, Baker Rochester Pet Dec 21 Ord Dec 21

MONTGOMERY, WILLIAM IRVINE, and ALICE MARY MONTGOMERY, Gateshead, Mustard Makers Newcastle on Tyne Pet Dec 5 Ord Dec 21

NIXON, HENRY, Cosby, Leics, Bootmaker Leicester Pet Dec 19 Ord Dec 19

PICKERSGILL, WILLIAM, Darwen, Lancs, Builder Blackburn Pet Dec 18 Ord Dec 22

PINFOLD, JONATHAN DUMBLETON, Rugby, Engineer Coventry Pet May 13 Ord June 19

POCOCK, WALTER, Brixton Hill, Doctor of Medicine High Court Pet Dec 1 Ord Dec 21

ROBERTS, THOMAS, St Helens, Builder Liverpool Pet Nov 20 Ord Dec 21

SEABROOK, CHARLES WASHINGTON, Luton, Beds, Corn Dealer Luton Ord Dec 22

SENIOR, JOE WILLIAM, Barnsley, Drug Vendor's Manager Barnsley Pet Dec 21 Ord Dec 22

SIMPSON, EDWARD JAMES, Walsall, Baker Walsall Pet Dec 14 Ord Dec 21

SMITH, JOHN WILLIAM, Seymour st, Euston sqr, Cheesemonger High Court Pet Dec 21 Ord Dec 21

SMITH, ROBERT, St. Stephen by Saltash, Cornwall, Farmer East Stonehouse Pet Dec 21 Ord Dec 21

SUGDEN, JOHN, Smithies, nr Barnsley, Colliery Proprietor Barnsley Pet Dec 21 Ord Dec 21

TETLEY, FRANK, South Shields, House Furnisher Newcastle on Tyne Ord Dec 22

TOWELL, JOHN HENRY, Old Linthorpe, nr Middlesborough, Commercial Clerk Middlesborough Pet Dec 22 Ord Dec 22

WAGSTAFF, JAMES, North End rd, Fulham, Hatter High Court Pet Dec 21 Ord Dec 21

London Gazette.—TUESDAY, Dec. 29.

RECEIVING ORDERS.

BELLAMY, HERBERT RICHARDSON, Spilsby, Lincs, Printer Boston Pet Dec 16 Ord Dec 23

CRITCHLEY, ALBERT, and THOMAS PENDOCK HUTCHINSON, late of Nottingham, Drapers High Court Pet Dec 15 Ord Dec 24

HOWARD, HENRY, late Walworth rd, Boot Manufacturer High Court Pet Dec 18 Ord Dec 24

LAYCOCK, ROBERT SANDWITH, Mincing lane, Merchant High Court Pet Dec 15 Ord Dec 24

MAXWELL, JAMES SHAW, Perran rd, Tulse Hill, Journalist High Court Pet Dec 24 Ord Dec 24

SIMS, GEORGE ALFRED, Ryde, I W, Confectioner Ryde Pet Dec 22 Ord Dec 22

WHITE, ROBERT, Carlisle, Draper Carlisle Pet Dec 24 Ord Dec 24

WILLIAMS, WILLIAM SILLS, Upper Bangor, Commission Agent Bangor Pet Dec 23 Ord Dec 23

FIRST MEETINGS.

BOOR, JOHN, Wellingore, Lincs, Publican Jan 6 at 12.30 Off Rec, 31, Silver st, Lincoln

BROWN, FREDERICK PETER, and WILLIAM ALBERT BROWN, Caldecott, Rutland, Farmers Jan 5 at 3 Off Rec, 34, Friar lane, Leicester

DONALD, ROBERT, Gosforth, Northumbrld, Baker Jan 6 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

HARRISON, HORATIO, Burnley, Market Gardener Jan 7 at 1.30 Exchange Hotel, Nicholas st, Burnley

HOLT, WILLIAM, and TOM LUMLEY, Belgrave, Leics, Boot Manufacturers Jan 6 at 3 Off Rec, 34, Friar lane, Leicester

KIRBY, GEORGE HARRY, Leicester, Boot Manufacturer Jan 6 at 12 Off Rec, 34, Friar lane, Leicester

LAWSON, LIONEL, Leeds, Journeyman Hairdresser Jan 6 at 12 Off Rec, 22, Park row, Leeds

MOORE, JOHN THOMAS, Blackburn, Watchmaker Jan 6 at 2 County Court House, Blackburn

MUSE, JOHN THOMAS, Newcastle on Tyne, Grocer Jan 6 at 12 Off Rec, Pink lane, Newcastle on Tyne

NIXON, HENRY, Cosby, Leics, Boot Manufacturer Jan 6 at 12.30 Off Rec, 34, Friar lane, Leicester

RATLEY, GEORGE JOHN, High Wycombe, Bucks, late Grocer Jan 8 at 11.30 1, St Aldate's, Oxford

RAWSON, JAMES OLDFIELD, Leeds, Commercial Traveller Jan 6 at 11 Off Rec, 22, Park row, Leeds

SIMS, GEORGE ALFRED, Ryde, I.W., Confectioner Jan 6 at 2.30 Holyrood chbrs, Newport, I.W.

STEEL, JAMES, and LEONARD B. WOOD, Stoke upon Trent, Manufacturers of Tiles Jan 11 at 2.30 North Stafford Hotel, Stoke upon Trent

TIMBERLAKE, RICHARD, Stokenchurch, Oxon, Farmer Jan 5 at 12 1, St Aldate's, Oxford

WHITE, ALBERT, Padbury, Bucks, Farmer Jan 5 at 1 1, St Aldate's, Oxford

WILLIAMS, JAMES PHILIP, Treorkey, Glam, Butcher Jan 5 at 12 Off Rec, Merthyr Tydfil

YOUNG, JOSEPH, Horwich, Lancs, Furniture Dealer Jan 12 at 10 16, Wood st, Bolton

ADJUDICATIONS.

ARNEY, JOHN, Watchfield, nr Highbridge, Somerset, Farmer Bridgwater Pet Dec 14 Ord Dec 23

BELLAMY, HERBERT RICHARDSON, Spilsby, Lincs, Printer Boston Pet Dec 15 Ord Dec 23

BIGELOW, J P, Cadogan terr, Sloane st, Gent High Court Pet Nov 28 Ord Dec 23

HARDING, SAMUEL JERVIS, Market Drayton, Salop, Grocer Nantwich and Crewe Pet Dec 3 Ord Dec 22

KEUTZER, HENRY JOHN, Leadenhall st, Commercial Clerk High Court Pet Nov 30 Ord Dec 23

LAZARUS, JOHN, Commercial st, Spitalfields, Grocer High Court Pet Dec 22 Ord Dec 23

PAINE, JOHN WILLIAM, and FREDERICK CHARLES PAINE, Holmedale rd, Hackney, Builders High Court Pet Oct 2 Ord Dec 23

RATLEY, GEORGE JOHN, High Wycombe, late Grocer Aylesbury Pet Dec 14 Ord Dec 26

SIMS, GEORGE ALFRED, Ryde, I W, Confectioner Ryde Pet Dec 22 Ord Dec 22

TIMBERLAKE, RICHARD, Stokenchurch, Oxon, Farmer Aylesbury Pet Dec 16 Ord Dec 24

TOLLER, RICHARD BERRIDGE, Serjeant's inn, Fleet st, Solicitor High Court Pet Nov 19 Ord Dec 24

WHITE, ROBERT, Carlisle, Draper Carlisle Pet Dec 24 Ord Dec 24

WILLIAMS, WILLIAM SILLS, Upper Bangor, Commission Agent Bangor Pet Dec 23 Ord Dec 23

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, Double Numbers, and Postage,* 53*s.* WEEKLY REPORTER, *in wrapper,* 53*s.* SOLICITORS' JOURNAL, 26*s.* 6*d.*; *by Post,* 28*s.* 6*d. Volumes bound at the office—cloth,* 2*s.* 9*d.*, *half law calf,* 5*s.* 6*d.*

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.